

# **Exhibit No. 28**

P/N 06-00886-009

## The American Express® Gift Card Cardholder Agreement

The following terms and conditions govern your use of the American Express Gift Card ("Terms and Conditions"). By purchasing, signing or using the American Express Gift Card, you are agreeing to the Terms and Conditions. The terms "you" and "your" refer to the person who purchased the American Express Gift Card and/or the person who is using the American Express Gift Card. The terms "we," "our" and "us" refer to American Express Travel Related Services Company, Inc. The term "Gift Card" refers to the American Express Gift Card.

### The Gift Card

The Gift Card is a prepaid payment device that comes with a set dollar value printed on the front of the card. It is not a credit card, charge card or debit card. The Gift Card can be used at retailers, restaurants, amusement parks, sporting events, movie and other theaters, spas, salons and certain other merchants that are located in the United States and that accept the American Express Card, including mail order, online and brick and mortar establishments. A location where the Gift Card can be used is referred to in these Terms and Conditions as a "Merchant." The Gift Card cannot be used at car rentals, cruise lines, for recurring billing purchases, or at casinos or ATMs. Usage restrictions apply for international airlines.

### Service Fees

We encourage you to use your Gift Card soon! While you may leave Available Funds, as defined herein, on the Gift Card as long as you wish, starting 366 days after the date your Gift Card was purchased, and subject to applicable law, we will deduct a monthly service fee of \$2.00 from your Available Funds. If we send you a replacement card for a lost or stolen Gift Card, the initial 12 month (365 day) waiver period is still tracked from the date your original Gift Card was purchased.

### Other Fees

Subject to applicable law, we will deduct a \$5.95 replacement card fee from your Available Funds to replace a lost or stolen Gift Card. Subject to applicable law, if you ask us to issue you a check for the amount of any Available Funds remaining on the Gift Card after the "valid thru" date expires, we will deduct a \$10.00 check-issuance fee from the check we send you."

### Before Using the Gift Card

Before using your Gift Card, you must sign your signature on the back, where indicated. **Write down the Gift Card number and the Customer Service number on a separate piece of paper in case the Gift Card is lost or stolen.** If you are required to activate the Gift Card, instructions will be provided on the face of the card. We reserve the right to delay activation and use of the Gift Card for up to 4 hours after purchase. During activation or any Customer Service call, we may request that you provide the card security code printed on the front of your Gift Card, as well as additional identification information such as your home phone number, date of birth, and zip code. We may use this data for a range of purposes, including but not limited to facilitating refunds if the Gift Card is lost or stolen, enhancing usage at Merchants that may require zip code authorization, and aiding in collection efforts in the event of a "shortage." We will hold your information in confidence in accordance with the section below entitled "Data Protection and Privacy."

### Information about Available Funds on the Gift Card

The value of the funds available on the Gift Card at any given time is referred to in these Terms and Conditions and on the back of your Gift Card as the "Available Funds." The Available Funds on the Gift Card at the time of purchase is printed on the front of the Gift Card and, if activation is required, these funds will only be available for spending after activation. If activation is required, the Gift Card has no value until it is activated. As you use the Gift Card, the Available Funds will be reduced by the full amount of each purchase including taxes, and any other fees. Once the Available Funds are depleted, the Gift Card is no longer valid and you agree (i) not to use the Gift Card and (ii) after you are sure that you do not intend to return any merchandise purchased with the Gift Card, to cut it in half and discard it.

### Tracking Available Funds

You must keep track of the amount of Available Funds. To obtain your Available Funds balance or to request information about previous transactions, visit [www.americanexpress.com/giftcard](http://www.americanexpress.com/giftcard) or call toll free within the United States — 1-877-AXP-GIFT ("Customer Service Number"). **Please note:** Your Available Funds balance will reflect all authorization requests that have been submitted by Merchants. If you have a question about a transaction that has been posted to your Gift Card (e.g., the same transaction has been posted twice or for the incorrect amount), please notify us immediately, but no later than 60 days from the date of the transaction, by calling the Customer Service Number

**"Valid Thru" Date**

The "valid thru" date indicated on the Gift Card is required to ensure that the Gift Card can be used at Merchants that request and/or require customers to provide a plastic expiration date during the transaction process. You may not use the Gift Card after the "valid thru" date. The Available Funds on the Gift Card do not expire, but may be reduced by service fees or other fees as described in these Terms and Conditions. If Available Funds remain on the Gift Card after the "valid thru" date, call the Customer Service Number to obtain a free replacement Gift Card or for instructions on how to redeem the Available Funds. Subject to applicable law, if you ask us to issue you a check for the amount of any Available Funds remaining on the Gift Card after the "valid thru" date, we will deduct a check-issuance fee of \$10.00 from the check we send you. Before redeeming any Available Funds, we may hold the Available Funds for 10 business days after you request a check to ensure that all transactions have posted to our system. We reserve the right to decline to issue a replacement Gift Card.

**Lost or Stolen Cards**

**YOU AGREE TO SAFEGUARD YOUR GIFT CARD AND TREAT IT LIKE CASH.** If your Gift Card is lost, stolen or used improperly, contact us immediately at the Customer Service Number — 1-877-AXP-GIFT. You must provide the Gift Card number and other identifying details. We cannot provide a replacement card if you do not have your Gift Card number available. If our records show that there are still Available Funds remaining on the Gift Card, we will cancel the Gift Card and send you a replacement card. Subject to applicable law, when replacing a lost or stolen Gift Card, we will deduct a \$5.95 replacement card fee from your Available Funds. The replacement card will be in the amount of Available Funds on your lost/stolen Gift Card at the time you notified us that it was lost/stolen. **NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM YOUR LOST/STOLEN GIFT CARD BEFORE YOU NOTIFY US.**

**Using the Card**

To use the Gift Card at a Merchant, present the Gift Card at the time of payment and sign the receipt with the same signature you used when you signed the back of the Gift Card. Retain the receipt as a record of the transaction. You agree to use the Gift Card only at Merchants and only for lawful purposes. You authorize us to deduct the full amount of each purchase including taxes and any other fees from the Available Funds whenever your Gift Card is used to make a purchase. You agree to keep track of the Available Funds on your Gift Card by using our website or the Customer Service Number and

not to use the Gift Card for any purchase that exceeds the Available Funds. The Gift Card is not transferable and you agree not to permit any other person to use your Gift Card after it is activated. If you believe your Gift Card has been lost or stolen, you agree to notify us immediately. You acknowledge that purchases made with prepaid cards, such as the Gift Card, are similar to those made with cash or travelers cheques. You cannot "stop payment" or lodge a "billing dispute" on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the Merchant.

**Combining Forms of Payment / "Split Tender" Transactions**

If you wish to use your Gift Card to purchase an item for more than the Available Funds, depending on the Merchant's policy, you may be able to use your Gift Card toward a portion of the final purchase price, and then use another form of payment to pay the balance of the final purchase price. This is called a "split tender" transaction because you would be splitting the final transaction amount between your Gift Card and another form of payment. Before you request a "split tender" transaction, please call the Customer Service Number to check your Gift Card's Available Funds balance. Then, you must ask the Merchant if two forms of payment will be accepted for the purchase. If the Merchant agrees, first request that a specific dollar amount be placed on the other form of payment (e.g., the final transaction amount less your Available Funds balance), and then use your Gift Card to pay the remaining balance. Some retailers, particularly department stores, will only allow a "split tender" transaction if the second form of payment is cash or check. Internet and most mail order merchants do not permit "split tender" transactions. We do not guarantee that the Merchant will accept two forms of payment, such as two gift cards.

**Using Your Gift Card at Restaurants and other "Tip" Oriented Merchants**

When a restaurant or other "tip" oriented Merchant (e.g., spas, hair salons, etc.) requests approval from us to complete your transaction, the Merchant will often add a fixed percentage (approximately 20%) to the amount reflected on the bill presented to you prior to payment. This additional amount is meant to cover the tip that they expect you will add to the bill. As a result of this increased authorization request, your Gift Card may be declined if you have insufficient Available Funds to cover the amount that the Merchant requested us to approve. If you have more than sufficient Available Funds on your Gift Card to cover the amount that the Merchant requested us to approve, it will result in a "hold" on your Available Funds for the

additional amount if you do not add the amount they expect. Once the Merchant sends us the final transaction amount you designate, we will remove the "hold" on your Available Funds for any additional amount exceeding the final transaction amount. This may take 3 to 7 days and during this period you will not be able to use any Available Funds in a "hold" position. As an illustration, if your meal, not including a tip, totaled \$50 but the restaurant seeks approval from us for \$60 (e.g., includes a \$10 tip in the authorization request) and you choose to pay only the \$50 for the meal with your Gift Card, leaving the tip in cash, then the additional \$10 would be placed on "hold" until we receive a submission from the restaurant reflecting a final transaction amount of \$50 on your Gift Card. TO AVOID A DECLINE OF, OR A HOLD ON, YOUR GIFT CARD, YOU CAN ASK THE MERCHANT TO AUTHORIZE A SPECIFIC DOLLAR AMOUNT. WE DO NOT GUARANTEE THAT THE MERCHANT WILL FULFILL THIS REQUEST.

#### **Using Your Gift Card at Gasoline Merchants**

If you use your Gift Card to purchase gasoline, we recommend that you pay inside, not at the pump. If you pay at the pump, the terminal may be pre-programmed to seek a pre-authorization for \$75 and this amount could increase from time to time ("Pre-Authorization Request"). The Pre-Authorization Request seeks to confirm that you have sufficient Available Funds on your Gift Card to pay for an average purchase of gas. If you have insufficient Available Funds on your Gift Card to cover the Pre-Authorization Request, your attempt to use your Gift Card at the pump will be declined. If you have sufficient Available Funds on your Gift Card to cover the Pre-Authorization Request, you will be permitted to continue your transaction at the pump. However, if the dollar amount of your actual gasoline purchase is less than the amount of the Pre-Authorization Request that we approved, a "hold" on your Available Funds will result equal to the difference between the two amounts. Once the Merchant sends us the final amount of your actual gasoline purchase, we will remove the "hold" on your Available Funds for any additional amount exceeding this final amount. This may take 3 to 7 days and during this period you will not be able to use any Available Funds in a "hold" position. TO AVOID A DECLINE OF, OR A HOLD ON, YOUR GIFT CARD, WE RECOMMEND THAT YOU PREPAY FOR YOUR GASOLINE INSIDE THE STATION.

#### **Using Your Gift Card at Lodging Merchants**

If a lodging-Merchant accepts gift cards for reservations or at check-in, the Merchant will often seek authorization for the estimated amount of your lodging stay. Your Gift Card may be declined if you have insufficient Available Funds to cover the estimated amount of your lodging stay. If you have more than

sufficient Available Funds on your Gift Card to cover the estimated amount that the Merchant requested us to approve, it will result in a "hold" on your Available Funds for the additional amount until the Merchant sends us the final amount of your lodging stay. Once the Merchant sends us the final amount, we will remove the "hold" on your Available Funds for any additional amount we had authorized that exceeded this final amount. While some lodging companies may require use of a credit card to make a reservation, you can use your Gift Card to make final payment at the end of your stay. TO AVOID A DECLINE OF, OR A HOLD ON, YOUR GIFT CARD, WE RECOMMEND THAT YOU USE AN AMERICAN EXPRESS CHARGE OR CREDIT CARD TO MAKE THE LODGING RESERVATION AND WHEN PROVIDING A FORM OF PAYMENT AT CHECK-IN.

#### **Transactions in Excess of Available Funds**

If you attempt to use the Gift Card when there are insufficient Available Funds for the particular transaction (e.g., \$100 purchase when the Gift Card only has \$75 in Available Funds), and the Merchant does not fulfill a request to process a "split tender" transaction as described above, the transaction will usually be declined. However, if due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Available Funds on the Gift Card (creating a negative amount on the Gift Card, referred to herein as a "Shortage"), you agree to reimburse us, upon request, for the amount of the Shortage.

#### **Returning Merchandise**

PLEASE BE AWARE OF THE MERCHANT'S RETURN POLICIES PRIOR TO COMPLETING THE TRANSACTION. If you wish to return any merchandise purchased with the Gift Card, you will be subject to the Merchant's return policies. If the Merchant agrees to issue a credit to the Gift Card, such funds may not be available for 3 to 7 days.

#### **No Warranty Regarding Goods and Services**

We are not responsible or liable to you for the quality, safety, legality, or any other aspect of any goods or services purchased from any Merchant with your Gift Card. If you have a dispute with a Merchant, you agree to settle the dispute directly with the Merchant.

#### **Refusal of Gift Card**

We are not responsible or liable to you if any Merchant refuses to honor the Gift Card or for any other problems you may have with any Merchant. If a Merchant fails to honor the Gift Card, please call the Customer Service Number to report the incident.



**No Warranty of Availability or Uninterrupted Use**

From time to time the Gift Card service may be inoperative, and when this happens, you may be unable to use your Gift Card or obtain information about your Available Funds. Please notify us if you have any problems using your Gift Card. You agree that we are not responsible for any interruption of service.

**Special Offers for Gift Card Usage**

When you use your Gift Card there may be special offers available from time to time at participating merchants. We reserve the right to add to, change and/or cancel the offers at any time, change and/or terminate the merchants that extend the offers, and condition redemptions on certain requirements (e.g., minimum purchase amount, presentation of coupons or redemptions code at the point-of-sale). Terms, conditions and restrictions of each offer, including but not limited to availability during defined time periods, are described in our communications. We are not responsible or liable to you if a merchant refuses to honor an offer. Please call the participating merchant customer service number to report any such incident.

**Changing these Terms and Conditions / Notices / Gift Card Cancellation**

We may change the terms of, or add new terms to, these Terms and Conditions at any time, with or without cause, and without giving you notice, in accordance with applicable law. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with your Gift Card at our sole discretion at any time, with or without cause, and without giving you notice, subject to applicable law. Any notice given by us shall be deemed given when deposited in the United States mail, postage prepaid, addressed to you at the latest address shown on our records. If we cancel your Gift Card, any Available Funds remaining on the Gift Card upon such cancellation, after payment for all applicable fees, will be returned to you. If the "valid thru" date on the Gift Card has not expired, we may condition reimbursement upon return of the Gift Card. The Gift Card is our property.

**Assignment and Waiver**

We may assign these Terms and Conditions to a third party at any time without notice to you. However, if we assign these Terms and Conditions, the terms will remain substantially and materially the same unless you are notified. In the event we reimburse you for a refund claim you have made for a lost or stolen Gift Card, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Gift Card, you

are automatically deemed to assign and transfer to us any rights and claims, excluding tort claims, that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Gift Card. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to your Gift Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. Neither our failure to exercise any of our rights under these Terms and Conditions, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. Furthermore, if we waive any right under these Terms and Conditions on one occasion, such waiver shall not operate as a waiver as to any other occasion.

**Data Protection and Privacy**

**Information We Collect / Information Security:** We may obtain personal information ("Cardholder Information") about you, including information (i) provided to us by the Gift Card purchaser, such as your name and/or your address, (ii) provided by you at the time of activation or during customer service calls, and (iii) about purchases made with the Gift Card, such as the date, the amount and the place of purchase. For purposes of fraud prevention and regulatory compliance, we may also obtain information from providers of identity verification data and demographic information. Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. We also maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

**Disclosure:** We will use Cardholder Information to process Gift Card transactions, to provide customer service, to process claims for lost or stolen Gift Cards and to help protect against fraud. We may also use Cardholder Information for marketing purposes and to conduct research and analysis. It is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies, including our affiliated companies, that perform business operations or services, including marketing services, on our behalf. We may provide certain Cardholder Information to others outside of American Express as permitted by law, such as to government entities or other third parties in response to subpoenas.

**Offers / Choice:** We may develop marketing programs and send you offers for products and services. We do not share customer addresses with other companies for them to market their own

products and services. If you prefer not to receive offers, you may opt out by calling us in the United States toll free at 1-800-722-8614. If you opt out from receiving these offers, we may still send important information about the Gift Card or other American Express products and services to you.

#### **Telephone Monitoring / Recording**

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

#### **Arbitration**

**Purpose:** This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) may be arbitrated instead of litigated in court.

**Definitions:** As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Gift Card or these Terms and Conditions as well as any related or prior agreement that you may have had with us or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. For purposes of this Arbitration Provision, "you" and "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of "Claims." "Claim" includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the Gift Card (including, but not limited to, third parties who accept the Gift Card, third parties who use, provide or participate in programs accessed with the Gift Card, enrollment services and rewards programs, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) your Gift Card; (b) the amount of Available Funds on the Gift Card; (c) advertisements, promotions or oral or written statements related to the Gift Card, goods or services purchased with

the Gift Card; (d) any benefits and services related to the Gift Card; and (e) your application for or activation of the Gift Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court.

#### **Initiation of Arbitration Proceeding/Selection of Administrator:**

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with these Terms and Conditions. Claims shall be referred to either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: NAF at P.O. Box 50191, Minneapolis, MN 55404; website: [www.arbitration-forum.com](http://www.arbitration-forum.com); AAA at 335 Madison Avenue, New York, NY 10017; website: [www.adr.org](http://www.adr.org).

**Significance of Arbitration:** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

**Restrictions on Arbitration:** IF EITHER PARTY ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER GIFT CARDHOLDERS OR OTHER PERSONS SIMILARLY SITUATED. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, claims

brought by you against us, or by us against you, may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Terms and Conditions (including but not limited to the "Continuation" provision below) and without waiving either party's right to appeal such decision, should any portion of this "Restrictions on Arbitration" provision be deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply.

**Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended ("FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. The arbitration proceeding shall not be governed by any Federal or state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within 15 days of receiving the requesting party's notice. The granting or denial of such a request will be in the sole discretion of the arbitrator, who shall notify the parties of his/her decision within 20 days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify

the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel that will conduct an arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

**Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. You will be responsible for paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the Code, to the extent that such fees do not exceed the amount of the filing fees you would have incurred if the Claim had been brought in the state or federal court closest to your residence that would have jurisdiction over the Claim. We will be responsible for paying the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees for any Claim you initiate as to which you or we seek arbitration. You will not be assessed any arbitration fees in excess of your share if you do not prevail in any arbitration with us.

**Continuation:** This Arbitration Provision shall survive termination of your Gift Card as well as voluntary payment in full of any Shortages, any legal proceeding by you or us to collect a debt owe by the other, and any bankruptcy by you or us. Except as otherwise provided in the "Restrictions on Arbitration" provision above, if any portion of this Arbitration Provision (other than the "Restrictions on Arbitration" provision) is deemed invalid or unenforceable under any principle or provision of law or equity, it shall not invalidate the remaining portions of this Arbitration Provision, these Terms and Conditions or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

#### **Applicable Law**

These Terms and Conditions and your Gift Card, and all questions about their legality, enforceability and interpretation, are governed by the laws of the State of New York, USA (without regard to internal principles of conflicts of law).

The Gift Card is issued by American Express Travel Related Services Company, Inc.

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# **Exhibit No. 29**



06-00207-009

## Using the American Express® Gift Card

Congratulations on receiving the American Express® Gift Card—the gift you can use at retailers and restaurants in the United States that welcome the American Express Card.

**What is the American Express Gift Card?** The American Express Gift Card is not a credit card – it is a prepaid Gift Card that has a set dollar value that is printed on the front of the Card. It can be used at retail stores and restaurants in the US that accept the American Express Card. The total dollar amount of purchases made with the Gift Card will be automatically deducted from the value of the Card. At the time of purchase, you must sign the terminal receipt and keep it for your records. Once the amount available on the Gift Card has been exhausted, all transactions will be declined. Transactions that exceed the remaining card balance will also be declined. Please read the question below on “combining forms of payment” to make a purchase that exceeds the funds available on your Gift Card.

**Do I need to do anything before using my Gift Card?** Yes. The Card has no value until it is activated. Before using your Card, please sign the back of the Card immediately and call 1-888-233-8637 to activate the Card. Activation of this Card may not be possible for up to 24 hours after purchase. You should also write down your Gift Card number and keep it in a separate place, just in case it is lost or stolen. At the time of activation, for your protection and for compliance purposes, we may request some additional identification information from you such as your home phone number, date of birth, and zip code. For more information on this data collection, see the section below entitled “Before Using the Card” in the Terms and Conditions. Such data will be held in confidence in accordance with the section below entitled “Data Protection and Privacy” in the Terms and Conditions.

**Where can I use my Gift Card?** The American Express Gift Card can be used at retail stores such as department stores, gift shops, and online retailers, as well as at restaurants in the U.S. that welcome the American Express Card.

**Where is my Gift Card not valid?** This Card is not for use at airline, hotel, car rental, telecom, gasoline merchants, or ATMs. Additional restrictions apply. It cannot be used outside of the U.S. See Terms and Conditions for further details on Card usage.

**Are there any other usage guidelines?** Please note that restaurants often add a fixed percentage (approx. 20%) to the authorization amount when they swipe your Card to receive approval. This is very common in restaurants to cover the amount of the tip that would normally be added to the transaction amount. This may result in a decline or it may result in a “hold” for the additional amount. Once the actual transaction is cleared between American Express and the restaurant merchant, American Express will remove the hold on any additional funds. For example, if your meal totaled \$50 but the restaurant authorized for \$60 and you paid only the \$50 for the meal with your Card and the tip in cash, then the additional \$10 would be held

until American Express receives confirmation that the transaction was for \$50 (usually within 3 to 7 days). To avoid this, you can generally ask the restaurant to only authorize the amount you have requested.

**Does my Gift Card have an expiration date?** No. The American Express Gift Card is valid through the date embossed on your Card. However, this is not an expiration date. If you still have value on the Card after this date, you can contact American Express at 1-877-AXP-GIFT, 24 hours a day, 7 days a week, to request the remaining funds from the Card. American Express will issue you a replacement Card with the remaining funds. There is a \$5.95 replacement Card fee for this service, unless otherwise restricted by law. See Terms and Condition for more details. Or, if you wish, you may request a check to be issued for the amount of any Available Funds on the Card. If you do, we will charge you a check-issuance fee of \$10, unless otherwise restricted by law. American Express reserves the right to hold funds for ten (10) business days before redeeming any such Available Funds. In any event, we reserve the right to decline to issue a replacement Card.

**What should I do if my Gift Card is lost or stolen?** Call Customer Service toll-free, 24 hours a day, 7 days a week, at 1-877-AXP-GIFT, as soon as possible so we can cancel your Card. Please keep your Card number in a safe place, you will need it for Card replacement. We may also ask you for other identifying data. After the American Express Gift Card is cancelled, we can send you a new one good for the amount remaining on the lost or stolen Card as of the time you notify us. There is a \$5.95 replacement fee. Note: It is critical to notify us as soon as possible if a Gift Card is lost or stolen. Funds debited from a lost/stolen Gift Card prior to our receipt of your notification CANNOT be replaced.

**Can value be added to the American Express Gift Card?** No. Once the value of the Card has been depleted, the Card is no longer valid and should be cut in half and discarded. However, we recommend that you retain your Gift Card at least until you are sure that you do not intend to return any purchased merchandise.

**What about returns, exchanges, or problems with the merchandise purchased?** Purchases made with prepaid cards are similar to purchases made with cash or travelers checks. You cannot lodge a “billing dispute” or request a “stop payment.” American Express, its affiliates, employees, and agents are not responsible for the services or merchandise purchased with the Gift Card, and are not responsible for the return or exchange of merchandise purchased with the Gift Card. If you think an error has occurred with a transaction, you must contact the merchant directly. Exchange or return of merchandise purchased in whole or in part with the Gift Card

will be governed by the procedures and policies of each merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the Gift Card. If you receive a credit, the credit may not be added to the Gift Card for 3 to 7 business days.

**Are there any fees or service charges?** Yes. Any time you request a replacement Card, there is a \$5.95 replacement Card fee, subject to applicable law. Also, if Available Funds remain on the Card after the "valid thru" date on the front, you may request a check to be issued for the amount of any Available Funds on the Card. If you do, we will charge you a check-issuance fee of \$10, subject to applicable law. There is also a Service Fee of \$2 per month that is deducted from the value on your Card. The Service Fee is waived for the first 12 months after purchase, and will only be deducted if value remains on the Card more than 12 months after it is purchased. NOTE: Service Fees are subject to applicable law.

**How do I track my transactions and the funds available on my Gift Card?** To check the amount of funds available on your Gift Card, simply visit [www.americanexpress.com/giftcard](http://www.americanexpress.com/giftcard) or call our 24-hour, toll-free Customer Service line at 1-877-AXP-GIFT. Please note that the value on your Card changes as we receive additional information from merchants about transactions you make with the Card. As result, it is possible that the amount that we tell you is available may change at any time.

**What if I don't have enough on my Gift Card to buy what I want? How**

**do I combine forms of payment?** You can only spend the Available Funds on your Card. Depending on the individual merchant policy, you may be able to use the Gift Card plus another form of payment to make a purchase for an amount greater than the Available Funds. This is called a "split tender" transaction. Before you make such a transaction, please call 877-AXP-GIFT to check your Available Funds. To use your Gift Card for a purchase that is greater than the amount on the Card, you MUST ask the cashier if they can accept two forms of payment. Certain establishments may only accept cash or check for the second form of payment. If the cashier agrees, pay the difference first with another form of payment accepted by the retailer or restaurant, and then use your Gift Card to pay the remaining balance.

**What if my Gift Card is declined?** The American Express Gift Card can be declined if there are not enough funds remaining on your Gift Card to cover the amount of your purchase. It is important to keep track of your Available Funds to ensure that you do not exceed your limit. If you want to make a purchase for more than the funds available on your Card, please follow the instructions detailed in the question "Combining forms of payment." If you believe a purchase transaction has been incorrectly declined, please contact us at 1-877-AXP-GIFT.

**Where can I find complete Terms and Conditions?** The American Express Gift Card Cardholder Agreement, below, contains your complete Terms and Conditions. You can also review this Agreement at [www.americanexpress.com/giftcard](http://www.americanexpress.com/giftcard).

## American Express® Gift Card Cardholder Agreement

The following terms and conditions govern your use of the American Express Gift Card, which you have received as a gift. By signing or using the American Express Gift Card, you are agreeing to these terms and conditions. The terms "you" and "your" refer to the person who received or who is using the American Express Gift Card. The terms "we," "our" and "us" refer to American Express Travel Related Services Company, Inc. The terms "Card" and "Gift Card" refer to the American Express Gift Card.

### The Gift Card:

The Gift Card is an electronic gift card designed to be used at retail establishments and restaurants that have agreed to accept the American Express Card in the United States, including mail order, online and point of sale retail merchants. The Card is not for use at airline, hotel, car rental, gasoline, telecom merchants or ATMs. Like a paper Gift Cheque or gift certificate, the Card is a prepaid payment product. It is not a credit card, charge card or debit card. The amount of funds loaded on the Card when you receive it, prior to activation, is printed on the front of the Card.

The value of the funds that are loaded onto the Card and are available for spending is referred to in this Agreement as the "Available Funds." As you use the Gift Card, the Card's Available Funds will be reduced by the full amount of each purchase including taxes, charges and other fees, if any. You may not use the Card for any amount that exceeds the Available Funds or after the "valid thru" date printed on its face.

### Before Using the Card:

The Card has no value until it is activated. Before using your Gift Card, it must be: (i) activated by calling 1-888-233-8637; and (ii) signed by you on the reverse of the Card, where indicated. **Please note that activation of this Card may not be possible for up to 24 hours after purchase. In addition, we suggest that you write down the Card number and the customer service number on a separate piece of paper in case the Card is lost or stolen. See section below entitled "Lost or Stolen Cards."**

At the time of activation, for your protection and for compliance purposes, we may request some additional identification information from you such as your home phone number, date of birth, and zip code. This data may be used to facilitate refunds if the Card is lost or stolen, enhance usage at some merchants which may require zip code authorization, and aid in collection efforts in the event of a "shortage." Please see the section on "Transactions in Excess of Available Funds" for more information on "shortages." Such data will be held in confidence in accordance with the section below entitled "Data Protection and Privacy."

**Using the Card:**

To use the Card at a retail establishment or restaurant that accepts American Express Cards, simply present the Card at the time of payment, and sign the receipt with the same signature you have used when you signed the Card. You should retain the receipt as a record of the transaction. You agree:

- Not to permit any other person to use the Gift Card issued to you.
- Not to use the Card at any locations other than retailers and restaurants located in the United States.
- Not to use the Card for any illegal purposes.
- That American Express is authorized to deduct the amount of your purchases, together with any other fees, taxes, or charges from the funds loaded on your Gift Card whenever your Card is used to make a purchase.
- To track your spending and not to use the Card for any amount that exceeds the Available Funds.
- Not to use the Card after the "valid thru" date printed on its face.
- To keep the Card securely and treat it like cash. If your Card is lost or stolen you can only obtain a refund of the Available Funds as of the time you notify us of the loss.
- To notify us at once if the Card is lost or stolen. See the section entitled "Lost or Stolen Cards" below.

The American Express Gift Card can be used to pay for the full amount of the merchandise and applicable taxes, so long as the Available Funds are sufficient. You can only spend the Available Funds on your Card. Depending on the individual merchant policy, you may be able to use the Gift Card plus another form of payment to make a purchase for an amount greater than the Available Funds. This is called a "split tender" transaction. Before you make such a transaction, please call 877-AXP-GIFT to check your Available Funds. To use your Gift Card for a purchase that is greater than the amount on the Card, you MUST ask the cashier if they can accept two forms of payment. If the cashier agrees, pay the difference first with another form of payment accepted by the retailer or restaurant, and then use your Gift Card to pay the remaining balance. **Some retailers, particularly department stores, will only allow a split tender transaction (use of two forms of payment) if the second form of payment is cash or check. Most mail order and Internet merchants do not allow for split tender transactions. If you plan to use another form of payment to pay for a part of the total charge, please check the retailer's policy in advance.**

Please note that restaurants often add a fixed percentage (approx. 20%) to the authorization amount when they swipe your Card to receive approval. This is very common in restaurants to cover the tip that would normally be added to the transaction amount. This may result in a decline or it may result in a "hold" for the additional amount on your Available Balance. Once the actual transaction is cleared between American Express and the restaurant merchant, American Express will remove the "hold" on any additional funds. For example, if your meal

totalled \$50 but the restaurant authorized for \$60 and you paid only the \$50 for the meal with your Card and the tip in cash, then the additional \$10 would be held until the American Express receives confirmation that the transaction was for \$50 (usually within 3 to 7 days). To avoid this, you can generally ask the restaurant to only authorize the amount you have requested.

Please note that purchases made with Gift Cards are similar to those made with cash or travelers cheques. You cannot "stop payment" or lodge a "billing dispute" on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the establishment.

**Information About Available Funds:**

You should keep track of the amount of Available Funds on the Gift Card issued to you. You may call us at any time using the Customer Service number shown on your Card to obtain the current Available Funds amount. You may also request information about previous transactions by calling Customer Service. Your Available Funds will reflect all transactions that have been posted to our system. To reach American Express Customer Service for Gift Card, call: Toll Free within the US and Canada: 1-[877-AXP-GIFT] or the number on the back of your Card. If you believe a transaction has been incorrectly posted to your Card (for example, the same transaction has been posted twice or for the incorrect amount), please notify us immediately, but no later than sixty (60) days from the date of the transaction.

**Lost or Stolen Cards:**

If your Gift Card is lost, stolen or used improperly, contact us immediately at the Customer Service number shown on the Card or at 1-877-AXP-GIFT. You will be asked to provide us with the Card number and other identifying details. **We cannot provide a refund if you do not have your Card number available.** If our records show that there are still Available Funds remaining on the Card, we will cancel the Card and refund such Available Fund amounts to you. There is a \$5.95 replacement fee, subject to applicable law.

**PLEASE SAFEGUARD YOUR CARD SECURELY AND TELL US IMMEDIATELY IF THE CARD IS LOST OR STOLEN. UNFORTUNATELY, NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM YOUR LOST/STOLEN CARD BEFORE YOU NOTIFY US.**

**Returned Merchandise:**

If you wish to return any merchandise purchased with the Gift Card, you will be subject to the merchant's return policies. To service merchandise returns, merchants can either: (a) Process the return as a credit to the Gift Card; or (b) Issue store credit. If the merchant issues a credit to the Gift Card, such funds may not be available for 3 to 7 days.

**Transactions in Excess of Available Funds:**

It is your responsibility to keep track of your spending on the Gift Card. You may also contact us for information on the amount of Available Funds on the Gift Card (see "Information About Available Funds" above). If you attempt to use the Card when there are insufficient Available Funds for the transaction in question, the



transaction in most instances will be declined. However, if due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Available Funds on the Card (creating a "negative" amount, referred to herein as a "Shortage"), you agree to reimburse us, upon request, for the amount of the Shortage. In addition, we reserve the right to charge you a Shortage fee of \$15 per transaction every time your use of the Card results in a Shortage.

**"Valid Thru" Date - Available Funds do not expire:**

Please note that the Gift Card has a "valid thru" date indicated on the face of the Card. That is the date after which you may not use that Card. However, this does not mean the Available Funds on the Card expire. If Available Funds remain on the Card after the "valid thru" date, simply contact us at the Customer Service number on the Card for instructions on how to redeem the Available Funds. We may reissue a Card to you, and if so, we reserve the right (subject to applicable law) to charge you a Reissuance Fee of \$5.95. Or, if you wish, you may request a check to be issued for the amount of any Available Funds on the Card. If you do, we reserve the right to charge you a check-issuance fee of \$10 (subject to applicable law). American Express reserves the right to hold funds for ten (10) business days before redeeming any such Available Funds. In any event, we reserve the right to decline to issue a replacement Card.

**Service Fees:**

We encourage you to use your Gift Card soon! You may leave Available Funds on the Card as long as you wish and may contact us at any time to redeem them. Subject to applicable law, we may deduct a monthly Service Fee of \$2.00, however we will waive that Service Fee for the first 12 months after the purchase date.

**No Warranty of Availability or Uninterrupted Use:**

From time to time the Gift Card service may be inoperative, and when this happens, you may be unable to use your Card or obtain information about Available Funds on your Card. Please notify us if you have any problems using your Gift Card. You agree that American Express is not responsible for any interruption of service.

**No Warranty Regarding Goods and Services:**

American Express is not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased by you with your Card.

**Refusal of Card:**

American Express will not be liable for the failure of any establishment to honor the Gift Card. If this occurs, please call Customer Service at 1-877-AXP-GIFT to report the incident.

**Changing these Terms and Conditions/Card Cancellation:**

We may change the terms of, or add new terms to, this Agreement at any time, in accordance with applicable law. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with your Gift Card at our sole discretion at any time, with or without cause, and without giving you notice, subject to applicable law. If we cancel your Card, any Available Funds remaining

on the Card upon such cancellation, after payment for all applicable fees, will be returned to you. We may condition reimbursement upon return of the Card, in the event the Card has not expired. The Gift Card is the property of American Express.

**Assignment and Waiver:**

We may assign this Agreement at any time without notice to you. However, if we assign this Agreement, the terms of this Agreement will remain substantially and materially the same unless you are notified. In the event we reimburse you for a refund claim you have made for a lost or stolen Card, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Gift Card, you are automatically deemed to assign and transfer to us any rights and claims, excluding tort claims, that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Gift Card. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited.

If we do not exercise our rights under this Agreement, we do not give up our rights to exercise them in the future.

**Data Protection and Privacy**

**Information We Collect:** As part of providing you with the Gift Card, we may obtain personal information ("Cardholder Information") about you, including:

- Information provided to us by the Gift Card purchaser, such as your name and/or your address.
- Information you provide to us at the time of activation.
- Information about purchases you make with the Gift Card, such as the date of the purchase, the amount and the place of purchase.

In addition, we may obtain information from providers of identity verification data and demographic information, in connection with our efforts to protect against fraudulent or unauthorized use of the Gift Card.

**Information Security:** Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

**Disclosure:** We may use Cardholder Information to process Gift Card transactions, to provide customer service, to process claims for lost or stolen Cards, to develop marketing, to help protect against fraud, and to conduct research and analysis. In addition, it's often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies, including American Express Affiliates that perform business operations or services, including marketing services, on our behalf. And we may provide certain Cardholder Information to others outside of American Express as permitted by law, such as to government entities or other third parties in response to subpoenas.



**Offers:** We may develop marketing programs and send you offers for products and services that you may find of value. We do not share customer addresses with other companies for them to market their own products and services.

**Choice:** If you prefer not to receive offers, you may opt out by calling us in the US toll free at 1-800-722-8614 or collect outside the US at 1-801-945-9450. If you opt out from receiving these offers, we may still send important information about the Gift Card or other American Express products and services to you.

**Telephone Monitoring/Recording:**

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

**Notices:**

Any notice given by us shall be deemed given when deposited in the United States mail, postage prepaid, addressed to you at the latest address shown on our records.

**Arbitration**

**Purpose:** This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) may be arbitrated instead of litigated in court.

**Definitions:** As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Gift Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreement. For purposes of this Arbitration Provision, "you" and "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of "Claims." "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, crossclaims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the Card or this Agreement (including, but not limited to, third parties who accept the Card, third parties who use, provide or participate in programs accessed with the Card, enrollment services and rewards programs, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises

from or relates to (a) your Gift Card; (b) the amount of Available Funds on the Gift Card; (c) advertisements, promotions or oral or written statements related to the Gift Card, goods or services purchased with the Card; (d) any benefits and services related to the Card; and (e) your enrollment for or activation of the Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court.

**Initiation of Arbitration Proceeding/Selection of Administrator:**

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"). Claims shall be referred to either the National Arbitration Forum ("NAF"), JAMS, or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows:

- The NAF at P.O. Box 50191, Minneapolis, MN 55404; website at [www.arbitration-forum.com](http://www.arbitration-forum.com).
- JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website: [www.jamsadr.com](http://www.jamsadr.com).
- AAA at 335 Madison Avenue, New York, NY 10017; website: [www.adr.org](http://www.adr.org).

**Significance of Arbitration:** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO HAVE THEIR CLAIMS RESOLVED EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE NAF, JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

**Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. *There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated.* The arbitrator's authority to resolve Claims is limited to Claims between you

and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

**Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. The arbitration proceeding shall not be governed by any Federal or state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such a request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

**Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. You will

be responsible for paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the Code, to the extent that such fees do not exceed the amount of the filing fees you would have incurred if the Claim had been brought in the state or federal court closest to your residence that would have jurisdiction over the Claim. We will be responsible for paying the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees for any Claim you initiate as to which you or we seek arbitration. You will not be assessed any arbitration fees in excess of your share if you do not prevail in any arbitration with us.

**Continuation:** This Arbitration Provision shall survive termination of your Gift Card as well as voluntary payment of any shortages in full by you, or any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement, each of which shall be enforceable regardless of such invalidity.

**Applicable Law:**

This agreement is governed by the laws of the State of New York, USA, excluding choice of law principles.

The Gift Card is issued by American Express Travel Related Services Company, Inc.

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# **Exhibit No. 30**

FDR 666649

CD 25895 (03/03)

## AGREEMENT BETWEEN DELTA SKYMILES® CREDIT CARDMEMBER AND AMERICAN EXPRESS CENTURION BANK

### WELCOME TO CARDMEMBERSHIP

Please read this Agreement thoroughly, because when you keep, sign or use the Delta SkyMiles® Credit Card from American Express issued to you, including any renewal or replacement Cards issued to you (hereafter referred to as the "Card"), you agree to the terms of this Agreement. Please see the Supplement(s) to this Agreement ("Supplement") printed on your Card Carrier and/or other documents identified as such for additional terms and conditions. Since you asked us to open the Card Account ("Account"), you are the "Basic Cardmember" and you will have an Account with us. You may request that we issue a Card to another person, and if we do, that person will be called an "Additional Cardmember" on your Account. You agree to make sure that any Additional Cards issued on your Account are used in a manner consistent with this Agreement. The term "Card" refers to the Card issued to you and all other Cards issued on your Account. Except where otherwise noted, this Agreement applies to the Delta SkyMiles® Credit Card (hereafter referred to as the "Delta Card"), the Gold Delta SkyMiles® Credit Card (hereafter referred to as the "Gold Card") and the Platinum Delta SkyMiles® Credit Card (hereafter referred to as the "Platinum Card"). Please note that you may receive offers or mailings pertaining to your Account which use the term Optima® Card.

**This Agreement is governed by Utah law and applicable federal law.**

### Using the Card

We welcome you to use the Card to purchase goods and services from establishments accepting the Card, and to take advantage of other features of the Card. You are responsible for paying all amounts charged to the Account by either yourself or any Additional Cardmembers. You may not permit any other person to use the Card issued to you. However, you are responsible for payment of all charges made with Cards issued on your Account, even if you have let someone else use the Card. You agree to notify us at once if the Card or any checks we may issue on your Account are lost or stolen, or you suspect they are being used without your permission. You agree to use the Account only for legitimate purchases of goods and services. Remember that outside the United States, returns are usually more restricted. You should not use the Card before the valid date or after the expiration date. If you want to cancel your Account or any Additional Cards, you must contact us and destroy the Card or any Additional Cards.

We reserve the right to deny authorization for any requested Charge.

If you are also an American Express Cardmember, please be aware that certain American Express Cardmember services may not be charged on the Account. If you provide your Account number on an application for such a service, we will charge the service to your American Express® Card Account, if you have one; otherwise, the charge will be denied.

If you provide authorization to a merchant to bill Charges on a recurring basis to your Card Account ("Recurring Charge[s]"), and if a replacement Card has been issued to you (because, for example, your Card has been lost, stolen, canceled, upgraded or renewed), then we may provide such merchant with your current Card Account status, Account number and/or expiration date in order to permit the merchant to continue to bill the Recurring Charge to your current Card Account until you notify us and the merchant that you have withdrawn your authorization.

### Additional Cards

Additional Cardmembers do not have Accounts with us. Any Additional Card may be canceled by you or us. Additional Cards issued on your Account must be used in a manner consistent with this Agreement. You also authorize us to discuss the Account with Additional Cardmembers in the course of maintaining your Account. We may, at our discretion, pursue Additional Cardmembers for payment of their own charges if you fail to pay those charges.

### Credit Limit

Your credit limit is set forth in the Supplement. A portion of your credit limit may be available to you for Cash Advances up to an amount determined by us to be your Cash Advance limit. We may, at any time and in our sole discretion, change your credit and Cash Advance limits. Notice of a change to your credit or Cash Advance limit will be provided to you on or with a billing statement or by separate communication either before or after such change is made. Your billing statement will show your credit limit and the portions of such limit that are available to you for Purchases and Cash Advances as of the statement date. At our discretion, we may permit you to incur charges for Purchases (other than Purchases made by a check drawn against your Account) that will cause the balance on your account to exceed your stated credit limit. Each charge over your stated credit limit is subject to our approval and will be evaluated in light of your spending and payment patterns on all your accounts with us and our affiliates, your experience with other creditors, and your personal resources known to us. We reserve the right to deny any request for authorization for any charge for any reason. You agree not to use the Account in any way that causes your balance for Cash Advances to exceed the Cash Advance limit.

### Annual Fee

The annual Basic Card fee for the Delta Card is \$55 unless you have an American Express® consumer Gold Card, Personal Card, or Platinum Card® Account with a membership fee issued in your name ("Qualifying Charge Card Product"), in which case there is no annual Basic Card fee.

The annual Basic Card fee for the Gold Card is \$85 unless you have a Qual-

ifying Charge Card Product, in which case the annual Basic Card fee is \$30.

The annual Basic Card fee for the Platinum Card is \$135 unless you have a Qualifying Charge Card Product, in which case the annual Basic Card fee is \$80.

### Renewal of Cards and Cancellation

The Card will be valid within the time period embossed on the Card. We will issue you renewal or replacement Cards before the current Card expires and we will continue to do so until your Account is canceled.

### Liability for Charges and Finance Charges

You may use the Card to obtain goods or services from any person who accepts the Card ("Purchase[s]"), and obtain loans ("Cash Advance[s]") from us, by way of American Express Credit Card Checks and ATM access, upon enrollment through the American Express® Express Cash program, up to the applicable limits on your Account. "Cash Advances" will also include loans made to you by way of the use of extended payment checks used to pay all or part of your outstanding balance on American Express® charge cards, if such checks are made available to you. All amounts charged to an Account, which include Purchases, Cash Advances, any amount transferred to your Account from another Account ("Balance Transfers"), the annual Basic Card fee, if any, or other fees and any Finance Charges imposed under this Agreement, will be called "Charges" in this Agreement. Charges include any Purchase or Cash Advance in which you have evidenced an intent to incur a Charge, regardless of whether you have signed a charge form. You are liable to us for all Charges you make and all Charges made by holders of any Additional Cards.

Additional Cardmembers using a Basic Cardmember's Account are not liable for obligations incurred by the Basic Cardmember or by other Additional Cardmembers. However, by each use of the Additional Card to make Purchases or obtain Cash Advances, the Additional Cardmember will be indicating his or her agreement to pay us for that Purchase or Cash Advance if you fail or refuse to pay that obligation. Additional Cardmembers may not use American Express Credit Card Checks issued to the Basic Cardmember.

### Monthly Statement - Minimum Payment

Each billing statement will reflect a Minimum Payment amount. To calculate the Minimum Payment amount, we will first take any previously billed Minimum Payment amounts that remain unpaid on the Closing Date of the statement, and then add the following:

- the greater of (i) 1/50th of the New Balance on your billing statement rounded up or down to the nearest whole dollar (for the purpose of this calculation we exclude from the New Balance any overlimit fee added to your Account during the billing period), (ii) the current billed Finance Charges, or (iii) \$15; and
- any overlimit fee added to your Account during the billing period.

The Minimum Payment amount will not exceed the New Balance on your billing statement.

At our option, we may also include in the Minimum Payment amount all or part of other fees incurred during the billing period and any part of the New Balance on your billing statement in excess of your credit limit.

You may pay more than that amount, or you may pay the total New Balance at any time. An increase or decrease in any Daily Periodic Rate may increase or decrease the amount of your Minimum Payments that remain unpaid on the Closing Date of the statement.

We will apply and allocate payments and credits among features such as Purchases, Cash Advances and Balance Transfers, and to Charges and transactions on your Account in any order and manner determined by us in our sole discretion. In most cases, we will apply and allocate payments first to lower ANNUAL PERCENTAGE RATE ("APR") features and then to higher APR features, and apply purchase credits first to the feature from which the corresponding debit originated. However, for servicing, administrative, systems or other business reasons, we may apply and allocate payments and credits among features and to Charges and transactions on your Account in some other order or manner which we may determine in our sole discretion. You agree that we have the unconditional right to exercise this discretion.

### Grace Period

No Finance Charges will be assessed for Purchases on any billing statement where the Previous Balance is zero or a credit balance or if you have paid the full Previous Balance by the Payment Due Date shown on the previous billing statement. There is no grace period for Cash Advances, Balance Transfers and certain promotional offers. The Payment Due Date will be no less than 20 days after the closing date of the billing statement.

### Calculation of Daily Periodic Rate

- The Daily Periodic Rate for charges each month depends on your adherence to the terms of this Agreement during the 12-month period ending with the Closing Date of the current billing period (the "Review Period").
- See the Supplement for your standard APR/DPR for Purchases.
- The Daily Periodic Rate for Cash Advances is based on an APR which may be adjusted monthly. Unless the default or other rate applies in accordance with the terms of this Agreement, the APR for Cash Advances is equal to the Prime Rate plus 14.99%. The Daily Periodic Rate for each billing period is 1/365th of the APR in effect for that billing period rounded to the nearest one ten-thousandth of a percentage point.
- Notwithstanding the foregoing, the APR for Purchases and Cash Advances will be a fixed rate of 23.99% with a Daily Periodic Rate of

.0657% if in any Review Period (a) any portion of any Minimum Payment on your Account is included within an unpaid previous balance on billing statements on two or more occasions, (b) you pay with a check that is returned by your bank, (c) you breach the terms of any other American Express Account, or (d) your Account is considered in default for any reason and/or is canceled. Anytime you meet the default criteria, the default rate will apply to your Account for a minimum of twelve months.

- For purposes of this Agreement, the applicable Prime Rate for billing periods ending in any month is the higher of the Prime Rate(s) published in *The Wall Street Journal* on the 1st or 20th day (or, if such date is not a business day, the next business day) of the prior month. In the event that the *The Wall Street Journal* ceases to be published or ceases to publish the Prime Rate, we may refer to the Prime Rate published in any other newspaper of general circulation in New York, New York, or we may substitute a similar reference rate at our sole discretion.
- Any Balance Transfers shall be governed by the terms and conditions of this Agreement, unless notified otherwise.

### Average Daily Balance Method for Calculation of Finance Charges

We use the Average Daily Balance method to calculate Finance Charges on your Account. Under this method, we figure the Finance Charges on your Account by applying the daily periodic rate to the Average Daily Balance (as described below) for each feature of your Account (including current transactions). Different periodic rates may be used against the balances of different features of your Account. For example, different Daily Periodic Rates may be applied to separate features, such as Purchases, Cash Advances, and Balance Transfers. To get the Average Daily Balance for each feature, we (1) take the beginning balance for the feature each day (including unpaid Finance Charges from previous billing periods), (2) add any new transactions, debits, or fees, (3) subtract any payments or credits, and (4) make any appropriate adjustments. *For each day after the first day of the billing period, we also add an amount of interest equal to the previous day's daily balance multiplied by the Daily Periodic Rate for the feature.*

This gives us the daily balance for the feature for that day and the beginning balance for the feature for the next day. If this balance is negative, it is considered to be zero. Then, we add up all the daily balances for each feature for the billing period and divide the total by the number of days in the billing period. This gives us the Average Daily Balance for the feature. For all features except Cash Advances and certain promotions, the Average Daily Balance will be considered to be zero if you paid the New Balance, if any, shown on your previous month's statement by the Payment Due Date shown on that statement. If you multiply the Average Daily Balance for each feature by the number of days in the billing period and the daily periodic rate for that feature, the result will be the Finance Charge assessed on that feature, except for variations caused by rounding. The total Finance Charge for the billing period is calculated by adding the Finance Charges assessed on all features of the Account. *This method of calculating the Average Daily Balance and Finance Charge results in daily compounding of Finance Charges.* We may use mathematical formulas which produce equivalent results to calculate the Average Daily Balance, Finance Charge, and related amounts. For example, we may utilize computer programs or other computational methods that are designed to produce mathematically equivalent results while using fewer and/or simpler computational steps than are described in this Agreement. All fees are included in the daily balance for Purchases, except fees associated with Cash Advances, which are included in the daily balance associated with the corresponding Cash Advance. At our discretion, we may exclude certain categories of debit transactions or fees from the calculation of the daily balances. The solicitation or other disclosure for any promotional offer will determine the terms of the promotional offer, including whether, after the expiration of any designated promotional period, such promotional balance will be included in the daily balance for Purchases or the daily balance for Cash Advances. Unless we elect to use a later date, we add a Cash Advance, Balance Transfer, or Purchase to the daily balance for Cash Advances, Balance Transfers, or Purchases, as appropriate, as of the transaction date. Finance Charges are added to the outstanding balance at the end of the billing period for which Finance Charges are calculated. The minimum Finance Charge for any billing in which they are imposed is \$0.50.

### Payments

Each month's minimum payment for your Account is due by the Payment Due Date on your monthly statement. You must notify us immediately of any change in your billing address. You must pay us in U.S. currency, with a draft or a check drawn on a U.S. bank (other than American Express Centurion Bank) and payable in U.S. dollars, or with a negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system. If we decide to accept payment made in some other form, your payment will not be credited until it is converted into one of the forms described in the previous sentence. We may charge you any costs we incur in converting your payment. If any payment made on your Account is not honored for its full amount, we may charge your Account \$29, unless otherwise provided by applicable law. We reserve the right to process checks electronically by transmitting the amount of the check, the routing number, account number and check serial number to your bank. If we choose to utilize this option, by submitting a check for payment you authorize American Express to initiate an ACH (electronic) debit from your account.



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mitting a check for payment you authorize American Express to initiate an ACH (electronic) debit from your account.

We may accept late payments, partial payments or any payments marked as being payment in full or as being settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, this does not mean we agree to change this Agreement in any way.

#### Default

We may consider your Account to be in default at any time if you fail to pay us any payment when it is due or if you breach any other promise or obligation under this Agreement.

Subject to applicable law, we also may consider your Account in default at any time if any statement made by you to us in connection with this credit program was false or misleading, if you breach any other promise or obligation under this Agreement or any other agreement that you may have with us or with any of our affiliates, or if we receive information from a third party (including credit reporting agencies) indicating that you are bankrupt, intend to file bankruptcy, are unable to pay your debts as they become due, or are otherwise not creditworthy. In our determination of your creditworthiness, in our discretion we may consider the amount of debt you are carrying compared to your resources or any other of your credit characteristics, regardless of your performance on this Account. In addition to other remedies we may pursue upon default, we reserve the right to reduce your credit line or require repayment of a portion of your outstanding balance greater than the Minimum Payment.

Additionally, we may consider your Account in default if at any time you declare bankruptcy or in the event of your death.

Upon your default and subject to any limitations or requirements of applicable law, you agree to pay all other reasonable costs, including reasonable attorney's fees, incurred by us (1) in collecting the balance due, including Finance Charges, if any, whether or not suit is brought against you, and (2) in protecting ourselves from any harm that we may suffer as a result of your default. We may also, upon your default, subject to applicable law, declare the entire amount of your obligations to us immediately due and payable and suspend or cancel your Account privileges.

#### Delinquency Fees

You will be assessed a Delinquency Fee if you fail to pay us at least the minimum amount due by the Payment Due Date shown on each billing statement. The Delinquency Fee will vary based on the amount of your previous balance. The previous balance that we use to determine the Delinquency Fee is the closing balance of your prior statement for which we did not receive timely payment of the minimum amount due:

<u>Previous Balance</u>	<u>Delinquency Fee</u>
Less than \$100	\$15
\$100 to \$1000	\$29
Greater than \$1000	\$35

#### Suspension/Cancellation

In addition to any of the actions we may take under this Agreement, we may suspend or cancel your Account privileges at our sole option, subject to applicable law, at any time with or without cause and without giving you notice, including but not limited to situations in which (1) you cease to be an Account holder in good standing with respect to any other Accounts you may have with American Express, or (2) you are in default. Any such action on our part will not cancel your obligation to pay us the outstanding balance, Finance Charges and other charges due on your Account under the terms of the Agreement in effect at the time of the cancellation or suspension of your Account, or as subsequently amended. You agree to pay us all such obligations despite any suspension or cancellation of your Account.

#### Transactions Made in Foreign Countries

If you initiate a transaction in a foreign currency, it will be converted into U.S. dollars on the date it is processed by us or our agents at a rate set by us based on an interbank, tourist or (where required by law) official rate, increased in each instance by up to 2%. This rate may differ from rates in effect on the date of your transaction. Transactions converted by establishments (such as airlines) will be billed at the rates such establishments use.

#### Fees

We may charge the following fees, subject to applicable law:

- Checks** – A fee of up to \$29 will be charged for any payment to your Account that is not honored for its full amount. Also, if you use the Card to cash a check at an American Express Travel Service Office or other authorized location and the check is not honored for its full amount, we may charge to your Account the portion of the check that was not honored and we may charge an amount not to exceed \$29.
- Wire Transfers** – If you initiate and are authorized to complete a wire transfer from your Account, we may charge your Account a fee of \$15.
- Copies of Statements and Checks** – If you request a copy of any billing statement, or any check you have drawn on your Account, we may charge your Account a fee of \$3 for each billing statement or check. We will not charge your Account for billing statements for the three months prior to the month of your request. New York residents: If you would like to receive canceled checks with your billing statement for a fee, you may contact us.
- Stop Payment Orders** – If you request us to stop payment on a check drawn on your account, we may charge your Account a fee of \$29.
- Account Re-Opening Fee** – If your Account is considered in default for any reason and is canceled, and you request reinstatement, we may charge your account a re-opening fee of \$25 if such a request is honored.
- Check Usage/Balance Transfer Transaction Fee** – We may charge your Account a transaction fee for each balance transfer that you initiate or for any all purpose check you utilize, whose promotional term has expired. This fee will be 3% of the amount transferred with a minimum of \$5 and a maximum of \$50.

#### Use of Cash and Travelers Cheque Dispensing Machines

We encourage you to enroll in the Express Cash Program. An agreement concerning use of the Card in connection with the Express Cash Program is enclosed with this Agreement. Please refer to that agreement for rights and duties relating to the use of the Card in such machines. The fee for using the Card to obtain cash from an automated teller machine is 3% of the amount of the transaction, with a \$5.00 minimum and no maximum. A 1% commission is charged for Travelers Cheque purchases.

#### Billing Errors or Inquiries/Problems With Goods or Services

Included with this Agreement is a notice containing important information on your rights to dispute billing errors. If you have any question, problem or dispute concerning the monthly statement we send you, you should contact us, and we will take all reasonable and appropriate steps to provide the information you request or resolve your dispute in compliance with your rights as outlined in the notice included with this Agreement. If you have a problem with goods or services you charge using the account, or if you have a dispute with a firm honoring the account, you may in some circumstances be permitted not to pay us until the dispute is resolved. Those circumstances are specified in the notice describing your rights. Unless such circumstances exist, you must pay us and settle the dispute directly with the firm. We will not be responsible if any firm refuses to honor the Account, or for any other problem you may have with such firm.

#### Insurance

If you use the Account to buy insurance, you give us permission to pay premiums for you when due. You agree to repay us according to the terms of this Agreement. You must tell us in writing if you no longer wish us to pay premiums for you. If your Account is canceled, we will stop paying premiums for you.

#### Arbitration

This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) may be arbitrated instead of litigated in court.

As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Cardmember Agreement (the "Agreement"), any related or prior agreement that you may have had with us or the relationships resulting from the Agreement or any prior agreement, including the validity, enforceability or scope of this Arbitration Provision, the Agreement or any prior agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) the Account(s) ("Account") created by the Agreement or any related or prior agreement, or any balances on the Account, (b) advertisements, promotions or oral or written statements related to the Account, goods or services financed under the Account or the terms of financing, (c) the benefits and services related to Cardmembership (including free benefit programs, enrollment services and rewards programs), and (d) your application for the Account. We shall not elect to use arbitration under the Arbitration Provision for any individual Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is pending only in that court.

Any Claim shall be resolved upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the National Arbitration Forum ("NAF"), JAMS/Endispute ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select either of the organizations listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows:

- The NAF at P.O. Box 50191, Minneapolis, MN 55404; phone: 1-800-474-2371; website at [www.arbitration-forum.com](http://www.arbitration-forum.com).
- JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; phone: 1-800-448-1660; website: [www.jamsadr.com](http://www.jamsadr.com).
- AAA at 335 Madison Avenue, New York, NY 10017; website: [www.adr.org](http://www.adr.org).

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE NAF, JAMS OR AAA, AS APPLICABLE. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardmembers or other persons similarly situated; provided however, that the claimant's individual Claim would be subject to this Arbitration Provision. Furthermore, Claims brought by or against a Cardmember(s) of one Account may not be joined or consolidated in the arbitration with Claims brought by or against any other Cardmember(s) of any other Account, unless otherwise agreed to in

writing by all parties. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration. For any Claims you initiate against us as to which either you or we have elected to use arbitration, we will be responsible to reimburse you for filing, administrative and/or hearing fees you incur, including for any appeal, if and to the extent such fees exceed the amount they would have been (such amount to be determined by the arbitrator) if the Claim had been brought in the state or federal court which is closest to your billing address and would have jurisdiction over the Claim.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. In addition to the parties' rights to exchange information pursuant to the Code, either party may submit a request to the arbitrator with a copy of the request provided to the other party to expand the scope of discovery allowable under the Code. The objecting party may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of the requesting party's notice. The granting or denial of either party's request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and/or if the amount of the award exceeds \$100,000, any party can appeal that award to a three-arbitrator panel administered by the NAF, JAMS or AAA, as applicable, which shall reconsider *de novo* any aspect of the initial award requested by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel who will conduct an arbitration pursuant to its code of procedures and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean American Express Travel Related Services Company, Inc., American Express Centurion Bank, as applicable, all of their parents, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your Account; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall mean any third party providing any product, service or benefit in connection with the Account (including, but not limited to, credit bureaus, merchants who honor the Card issued for the Account, third parties who provide or participate in free benefit programs, enrollment services and rewards programs, credit insurance companies, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-defendant with us in a Claim asserted by us. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to use the Account, including but not limited to all persons or entities contractually obligated under the Agreement or any prior agreement you may have had with us and all authorized users of the Account.

This Arbitration Provision shall survive termination of your Account as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, any bankruptcy by you and any sale by us of your Account. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity. In the event of a conflict or inconsistency between the NAF Code and this Arbitration Provision, this Arbitration Provision shall govern.

**Note to California Residents:** This Arbitration Provision shall not apply to you unless and until you use the Card after we notify you in writing that it is applicable in California.

#### Waiver

Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion, shall not constitute a waiver of such rights on any other occasion.

#### Privacy

**Consumer Reports** – You authorize us and our affiliates to make whatever credit investigations we deem appropriate and to obtain and exchange any information we may receive from consumer reports and other sources.

We may ask consumer reporting agencies for consumer reports of your credit history. Upon request, we will tell you whether a consumer report was requested and the name and address of the agency that furnished it. Information concerning your Account may be furnished by us to consumer



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reporting agencies, banks or other creditors. If we determine that your Account is past due, adverse credit information may appear on your consumer report and the consumer reports of any Additional Cardmembers on your Account. If you believe information we have furnished about your Account to a consumer reporting agency is inaccurate, you should write to us at American Express Credit Bureau Unit, P.O. Box 7871, Ft. Lauderdale, FL 33329-7871 and identify the specific information you believe is inaccurate.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**Information Provided to Affiliates and Marketing Partners** – We may exchange any information we receive about you with our affiliates, including any credit or other information we may obtain from your application or consumer reports. You may direct us not to share with our affiliates and subsidiaries certain credit information (other than transaction or experience information) about you or any Additional Cardmember(s) on your Account by writing to us at: American Express, P.O. Box 7852, Ft. Lauderdale, FL 33329. Please include your Account number and indicate if your request applies to any Additional Cardmember(s) as well. We may also exchange information about you with our marketing partners.

**Telephone Monitoring** – From time to time we may monitor telephone calls between you or Additional Cardmembers and us to assure the quality of our customer service.

**Mailing Lists** – We may use information you have provided to us on your initial application and in surveys, information derived from how you use the Card and information from external sources, including consumer reports, for marketing activities (including mailing lists), by us and our affiliates. We may share transaction or experience information about you, and information from your application, with our marketing partners. If at any time you wish to have your name and address removed from such lists, please call 1-800-297-8378.

**Use of Card at Federal Government Agencies** – American Express has entered into contracts which enable the Card to be accepted at certain federal government agencies and departments ("Agencies"). As with Card transactions at commercial establishments, when you choose to use your Card at an Agency certain charge information is necessarily collected by American Express. Charge information from Card transactions at Agencies may be used for processing charges and payments, billing and collections activities and may be aggregated for reporting, analysis and marketing activities. Additional "routine uses" of charge information by Agencies are published periodically in the Federal Register.

#### Benefits and Services

Subject to the law of your jurisdiction, we reserve the right to add, modify or delete any benefit or service offered with the Card at any time without notice to you.

#### Change of Billing Address – Notices

You should notify us immediately of any change in your billing address. Any notice given by us shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to you at the latest billing address shown on our records.

#### Change of Terms – Assignment

We may assign Accounts to our affiliates or to some other financial institution at any time. We may also change the terms of or add new terms to this Agreement at any time, including changes which affect existing balances or Finance Charge rates, in accordance with applicable law.

#### Revocation and Voluntary Cancellation

You can revoke your right to use the Card at any time. We can do this whether or not you have violated this Agreement without giving you notice. If we revoke the Card, you must return the Card to us if we request. Also, if a firm that accepts Cards asks you to surrender an expired or revoked Card, you must do so. You may not use the Card after it has expired or after it has been revoked.

If you ask us to cancel your Account, but you continue to use your Account afterwards, we will consider such use as your request for reinstatement of your Account. If we agree to reinstate your Account, this Agreement or any amended or new Agreement we send you will govern your reinstated Account. When we reinstate your Account, we may reinstate any Additional Cards issued in connection with your Account, and bill you the applicable annual fee(s).

AMERICAN EXPRESS CENTURIUM BANK



David E. Poulsen, President/CEO

**TO CARDMEMBERS IN THE U.S. AND ITS TERRITORIES. YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE.** This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Notify Us In Case Of Errors or Questions About Your Account Statement.

If you think your statement is wrong or if you need more information about a transaction on your statement, write us on a separate sheet of paper at the address for billing inquiries listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can also telephone us at the number indicated on the front of your billing statement, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an

error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Account bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

#### Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amounts. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement, and we must tell you the name of anyone we reported you to.

We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

#### Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with the Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations to this right:

- (a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**Note for Ohio Residents:** The Ohio law against discrimination requires that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

### AGREEMENT REGARDING THE ACCUMULATION OF DELTA SKYMILES® IN CONNECTION WITH YOUR DELTA SKYMILES CREDIT CARD FROM AMERICAN EXPRESS

You will receive one Delta SkyMile ("SkyMile") for each U.S. dollar of "Eligible Spending" (as defined below) on your Delta Air Lines SkyMiles® Credit Card from American Express (the "Card Account"), subject to the terms set forth below. SkyMiles will be credited to your SkyMiles Account after the billing period in which the Eligible Spending occurs.

If you have a Delta Card, you will receive one additional SkyMile for each U.S. dollar of Eligible Spending for "Delta Purchases" (as defined below) subject to the terms set forth below. SkyMiles will not be awarded for Eligible Spending in excess of \$60,000 per year of Delta Cardmembership, not including bonuses; however, one "bonus" SkyMile for each U.S. dollar of Eligible Spending for Delta Purchases will continue to be awarded above this limit. If in any given year you upgrade your Account from a Delta Card to a Gold Card, all eligible spending earned as a Delta Cardmember will be transferred to your Gold Card Account.

If you have a Gold Card, you will receive one additional SkyMile for each U.S. dollar of Eligible Spending for Delta Purchases, subject to the terms set forth below. SkyMiles will not be awarded for Eligible Spending in excess of \$100,000 per year of Gold Cardmembership, not including bonuses; however, one "bonus" SkyMile for each U.S. dollar of Eligible Spending for Delta Purchases will continue to be awarded above this limit. If in any given year you upgrade your Account from a Delta Card to a Gold Card, all eligible spending earned as a Delta Cardmember will be transferred to your Gold Card Account.

If you have a Platinum Card, you will receive one additional SkyMile for each U.S. dollar of Eligible Spending for Delta Purchases, subject to the terms set forth below. If in any year of Cardmembership your Eligible Spending is \$25,000 or more, you will be awarded 10,000 Base Miles (as defined in the Delta SkyMiles Membership Guide and Program Rules). The Basic Cardmember is eligible to receive one 10,000 base miles award for one Delta SkyMiles Frequent Flyer Account each year. Such Base Miles will be processed the month your annual Platinum Card fee is billed. Please allow 6-8 weeks for such Base Miles to be posted to your SkyMiles Account.

You may be permitted to have more than one Delta SkyMiles® Card Account, however, you are eligible to receive welcome bonus points for only one Card Account. If you previously closed a Delta Card Account, a Gold Card Account, or a Platinum Card Account, you are not eligible for Welcome bonus points

if you open another Delta Card Account, Gold Card Account or Platinum Card Account.

SkyMiles are subject to the Delta SkyMiles Membership Guide and Program Rules, and you should refer to that document for details on redemption of SkyMiles. Delta's right to change program terms, and other conditions which may apply.

#### Your Account must be active (i.e., not canceled) for any given billing period to earn SkyMiles.

"Eligible Spending" includes purchases of goods or services, which purchases have not been returned or otherwise rescinded, and are not subject to a credit; it does NOT include fees, Finance Charges, Cash Advances (including the use of checks, line activators, automated teller machines, or other means of accessing your Account), Balance Transfers, or adjustments to your Account. We reserve the right not to award any SkyMiles for transactions we determine are not Charges made with the good faith intention of consuming the item charged.

For the purpose of this Agreement, "Delta Purchases" are Delta ticket purchases, Delta Vacation® packages and other Delta services, excluding Delta air travel purchases which are a part of an all-inclusive air/sea tour package. We reserve the right to change these terms and conditions at any time, subject to applicable law. Terms used have the meanings assigned to them in the AGREEMENT BETWEEN DELTA SKYMILES CREDIT CARDMEMBER AND AMERICAN EXPRESS CENTURIUM BANK.

### AGREEMENT BETWEEN DELTA SKYMILES® CREDIT CARDMEMBER AND AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. CONCERNING ELECTRONIC FUND TRANSFER SERVICES

#### Scope of Agreement

This Agreement covers your participation in the Express Cash Program offered by American Express (the "Program"). In this Agreement, the words "you" and "your" refer to the Cardmember who has applied to participate in the Program. The words "we," "our" and "us" refer to American Express Travel Related Services Company, Inc., which offers the Express Cash Program in its capacity as agent for American Express Centurion Bank. The words "your credit line" refer to the line of credit on the Delta SkyMiles® Credit Card from American Express Account with respect to which a Card was issued to you. For purposes of this Agreement only, unless we specify otherwise, the word "Card" means the Delta SkyMiles Credit Card from American Express issued to you.

Participating in the Express Cash Program will enable you to use the Card to obtain cash from automated teller machines ("ATMs") operated by any bank or financial institution that participates in the Program and to obtain American Express® Travelers Cheques ("Cheques") and cash, where available, directly from American Express Dispensers. Participating in the Program may also enable you to obtain cash and/or Cheques (including at times American Express® Gift Cheques) through other means that we may make available. Such ATMs and American Express Dispensers are hereinafter referred to as "Machines." Any transaction made under the Program is hereinafter referred to as a "transaction." The words "other options" refer to electronic payment transfer options and/or other cash and Cheque access which American Express may make available from time to time. The Program may also enable you to participate in other options.

By using the Card to obtain cash or Cheques through the Program, you will be agreeing with us to everything written here.

#### Personal Identification Number

After you have enrolled in the Program, we will issue to you or allow you to choose your own Personal Identification Number ("PIN"). Each time you wish to obtain cash, Cheques, or other services under this Program, you must supply your PIN and use or present the Card. To ensure that no unauthorized transactions are made under the Program, you should take all reasonable precautions to prevent any other person from learning your PIN or using the Card. For example, you should never keep any material containing your PIN attached to or with the Card. Other options may or may not require the use of a PIN.

#### Limits on Obtaining Cash or Cheques

Presently, you may obtain a cash and/or Cheque advance based on your available cash line. For Delta Classic Credit Cardmembers, the maximum a Cardmember can obtain during any seven-day period is \$1,000. For Gold Delta Credit Cardmembers, the maximum a Cardmember can obtain during a seven-day period is \$2,500. For Platinum Credit Cardmembers, the maximum a Cardmember can obtain during a seven-day period is \$3,500. Other limits may be imposed at our discretion. Also, the bank operating a Machine may impose its own limits and, for security reasons, the bank or other providers of funds may have additional limits on the number or amount of transactions.

In no event may you obtain cash or Cheques in excess of your credit line.

#### Payment for Cash or Cheques

Each time you initiate a transaction, you authorize us or our agent to charge to your credit line a Cash Advance in the amount of the transaction. The amount of the transaction shall be the amount of cash you have received or the face value of the Cheques, plus any applicable fees or charges. The fees or charges are disclosed in the Section of this Agreement entitled "Charges." This charge to your credit line constitutes a Cash Advance, which is billed on your Card Account.



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**Charges**

The fee for each cash transaction at a Machine shall be 3% of each cash transaction amount with a \$5.00 minimum and no maximum. Also, an owner of a Machine may impose a surcharge for usage in addition to any transaction fee charged. For Cheque transactions, the fee applicable to purchases of Cheques shall be 1% of the face value of the Cheques in your billing currency. Also, the bank or provider of funds may charge you additional fees when applicable.

**Foreign Currency Transactions**

If you initiate a transaction in a foreign currency, it will be converted into U.S. dollars on the date it is processed by us or our agents at a rate set by us based on an interbank, tourist or (where required by law) official rate, increased in each instance by up to 2%. This rate may differ from rates in effect on the date of your transaction. Express Cash transactions in foreign currencies converted by unaffiliated banks or other third parties will be billed at the rates such banks or other third parties use.

**Travelers Cheque Refunds**

You agree that if you obtain or use Cheques, your right to receive a refund or replacement if those Cheques are lost or stolen shall be subject to all of the conditions listed below:

- you have signed the Cheques in the upper left corner in permanent ink;
- you have not signed the Cheques in the lower left corner;
- you have not given the Cheques to another person or company to hold or to keep, or as part of a confidence game;
- you have not used the Cheques in violation of any law, including as part of an illegal bet, game of chance or other prohibited action;
- your Cheques have not been taken by court order or by government action;
- you immediately notify us of the loss or theft of the Cheques;
- you report all facts of the loss or theft to us and also to the police if we ask you to;
- you inform us of the serial numbers of the lost or stolen Cheques and the place and date of purchase;
- you complete our refund forms and provide us with acceptable proof of your identity; and
- you give us all reasonable information and help requested to make a complete investigation of the loss or theft.

We reserve the right to investigate the circumstances of any loss or theft.

We cannot stop payment on any Cheque.

**Written Records of Transactions**

You will receive a receipt at the time of each transaction at a Machine describing the transaction. In addition, we will send the Basic Cardmember a monthly statement showing the status of the Card Account, all transactions, and any charges we have imposed. If there are no transactions under the Program in a particular month, we may not send a statement.

**Liability for Unauthorized Transactions and Advisability of Prompt Reporting**

Tell us AT ONCE if you believe the Card or your PIN has been lost, stolen or used without your permission. Telephoning is the best way of minimizing your possible losses. We will not hold you liable for any unauthorized transaction which occurs after you notify us of a loss, theft or possible unauthorized use of the Card or your PIN. In any event, even if you fail to notify us, your liability for any unauthorized transaction or series of related unauthorized transactions shall not exceed \$50. See the section entitled "How to Contact Us" below.

**Our Liability for Improper Payments or Transactions**

If a transaction is not completed as you have directed or if we do not complete a transfer to or from your credit line on time in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable to you in the following instances:

- if the transaction would exceed the credit limit on your credit line;
- if the Machine or other location where you are making the transaction does not have enough cash or Cheques;
- if the Machine was not working properly and you knew this at the time you started the transaction;
- if circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken; or
- any other exceptions stated in this Agreement.

**Arbitration**

The Card Account is governed by the previous agreement. The Arbitration provision contained within that agreement applies to this Agreement. Please refer to that provision as you read this Agreement.

**Disclosure of Account Information to Third Parties**

In order that your privacy may be protected, we will not disclose any information about your Express Cash transactions to any person, except as follows:

1. as necessary to complete transactions;
2. to verify the existence and condition of the Card account for a third party, such as a financial institution or a credit bureau (or, for Massachusetts residents, a consumer reporting agency as defined in Chapter 93 of the Massachusetts General Laws);
3. to comply with government agency or court orders;
4. to our employees, auditors, service providers, attorneys, or collection agents in the course of their duties;
5. to persons authorized by law in the course of their official duties; or
6. if you give us your written permission.

**How to Contact Us**

If for any reason you wish to contact us about the Express Cash Program, about your participation in the Program or about transactions relating to the Program, write or call us as follows:

Address: American Express Travel Related Services Company, Inc.  
Express Cash Operations  
P.O. Box 297815  
 Ft. Lauderdale, FL 33329-7815

Telephone: 1-800-CASH-NOW, 24 hours a day, seven days a week

**In Case of Errors or Questions About Your Transactions**

Write or call us at the number or address given above as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on your statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and Card Account number.
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten business days\* from the date you notified us. We will tell you the results of our investigation within ten business days\* after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will ensure that your bank recredits your credit line within ten business days\* for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within ten business days\* following your oral notification, we may not recredit your credit line.

For transactions initiated outside the U.S. (and in the event there are transfers resulting from any point-of-sale debit card transactions), we will have 90 calendar days to complete our investigation, unless otherwise required by law.

If notification of an error on your Account is received within 30 calendar days after your Account is opened, we will have 20 business days to provide you with the results of our investigation and correct any error and 90 days to complete the investigation.

If we determine that there was no error, we will send you a written explanation within three business days after we finish our investigation. Upon your request, we will provide you with copies of the documents that we used in our investigation. If we have provisionally recredited your credit line during the investigation and determine that there was no error, we will notify you of the date on which we will redebit your credit line, and the amount to be debited.

**Business Day**

For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

**Termination**

We, or any bank or financial institution participating in the Program, may add or remove any or all Machines or extend or limit the services provided at any location without notifying you beforehand. In addition, we may discontinue the Program at any time. We may also revoke your right to participate in the Program, but if we do, we will give you written notice of such revocation. You may terminate your participation in the Program but you must do so by writing to us at the address disclosed in the Section of this Agreement entitled "How to Contact Us."

Your right to participate in the Program will also be terminated if the Card Account is canceled for any reason, or if your participation in the Program is inactive for 18 consecutive months or more. For security reasons, once your Express Cash access has reached an inactive status, your enrollment information will be removed from our records. Your participation in the Program also depends upon the Card Account remaining in good standing.

**Prior Agreement and Assignments**

This Agreement terminates and takes the place of all prior Agreements you may have with us relating to the Program using the Optima Card. We have the right to assign this Agreement to a subsidiary or affiliate company at any time.

*Gordon A. Smith*

Gordon A. Smith, President, Consumer Card Member Since 1984

**For Your Safety When Using an ATM, Please Observe the Following:**

If the ATM you are using is inside a building, close the entry door completely upon entering. Individuals who have a legitimate need to gain access to an ATM should have a card. There may be occasions when unauthorized users gain access to an ATM machine that are beyond an individual's control.

Put withdrawn cash or Travelers Cheques in a secure place before stepping away from the ATM. Be aware of your surroundings. If you believe you are being watched or followed, cancel your transaction, then go to a well-populated area. If necessary, call the local police.

Do not write your PIN number on or near the Card. Do not give your PIN number to anyone else. In case of an emergency, call 911.

Complaints concerning security at an American Express Dispenser should be directed to the address listed under "How to Contact Us."

*Note: Activity is being recorded by hidden cameras at ATM locations in New York City and/or as required by local regulations.*

**Note for Massachusetts Residents**

**General Disclosure Statement.** Any documentation provided to you which indicates that an electronic transfer was made shall be admissible as evidence of such transfer and shall constitute *prima facie* proof that such transfer was made.

The initiation by you of certain electronic funds transfers from your Account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transfer.

**Unless otherwise provided in this Agreement, you may not stop payment of electronic fund transfers; therefore, you should not employ electronic transfers for purchases or services unless you are satisfied that you will not need to stop payment.**

**Disclosure of Account Information to Third Parties.** If you give us your written authorization to disclose information about you, your Card Account or the transactions that you make to any person, that authorization shall automatically expire 45 days after we receive it.

**Optional Limit on Obtaining Cash.** You have the option to request that we limit the total amount of cash that you may obtain from an ATM in a single day to \$50. If you elect this option, we will take all reasonable steps to comply with your request.

\* For Massachusetts residents: ten calendar days instead of ten business days. Does not apply to New York State residents.

**THE PURCHASE PROTECTION PLAN****Description of Coverage**

**How the Purchase Protection Plan Works.** When an American Express® Cardmember charges a covered purchase with his or her Card Account, the Purchase Protection Plan protects that item for 90 days from the date of purchase if it is stolen or accidentally damaged, including vandalism. The coverage is limited to \$1,000 per Occurrence, up to \$50,000 per Cardmember Account per policy year, and is in EXCESS of other sources of indemnity.

**How You Benefit**

- Items of personal property purchased worldwide with the Card are covered, including gifts purchased for others.
- As a Cardmember, your purchase is covered for 90 days from the date of purchase when you charge any portion of the price of the purchased item with your Card Account.<sup>1</sup> You will only be reimbursed for the amount charged to your Card.
- The Purchase Protection Plan provides coverage for up to \$1,000 per Occurrence of theft or accidental damage, including vandalism, ("Occurrence"), not to exceed \$50,000 per Cardmember Account per policy year.
- The program administrator will decide whether to have the item repaired or replaced, or to reimburse you (cash or credit)<sup>2</sup> up to the amount charged to the Card, and not to exceed the original purchase price.<sup>3</sup> The Purchase Protection Plan does not reimburse for shipping and handling expenses or installation, assembly, or other service charges.

**Who is Covered**

You are covered under this Plan and coverage remains effective as long as you are a U.S. resident Cardmember, that is, the American Express Card has been issued in your name, and you maintain your permanent residence in the 50 United States of America, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands.<sup>4</sup>

Your Permanent Residence is considered your primary dwelling place.

**Key Terms to Know**

- Benefits will not be paid if, on the date of Occurrence, on the date of claim filing, or on the date of would-be claim payment any amount due on your Card Account is unpaid for one or more billing cycle(s) or your Card Account is canceled.<sup>5</sup>
- You must provide proof of purchase and satisfactory proof of the theft, accidental damage, including vandalism, while coverage is in effect to qualify for payment under the Purchase Protection Plan. Remember to keep all your American Express charge receipts, original store receipts, and damaged items.
- Coverage under the Purchase Protection Plan is EXCESS; this means that if, at the time of Occurrence, you have other valid and collectible insurance or indemnity – such as but not limited to homeowner's or renter's insurance – the Purchase Protection Plan will cover that amount not covered by such other insurance or indemnity, up to the limits of the Purchase Protection Plan.
- Product rebates, discounts or money received from lowest price comparison programs will be deducted from the original cost of the item.

**Purchases Not Covered**

- travelers checks, tickets of any kind, negotiable instruments (such as gift certificates, gift cards and gift checks), cash or its equivalent;
- animals or living plants;
- consumable or perishable items with limited life spans (such as, but not limited to, perfume, light bulbs, batteries);
- at the time of purchase, used, rebuilt, refurbished, or remanufactured items;
- if the damaged or stolen item consists of articles in a pair or set, coverage will be limited to no more than the value of any particular part or parts, unless the articles are unusable individually and cannot be replaced individually, regardless of any special value the article(s) may have had as part of a set or collection;
- permanent household and/or business fixtures, including, but not limited to, carpeting, flooring and/or tile;
- business fixtures, including, but not limited to, air conditioners, refrigerators, heaters;
- custom hospital, medical and dental equipment and devices;
- rare stamps or coins;
- antique, previously owned items;
- items purchased for resale, professional, or commercial use;



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- items still under installment billing (except those purchased from American Express Merchandise Services);
- motorized vehicles and watercraft, aircraft, and motorcycles or their motors, equipment, parts or accessories;
- items rented, leased or borrowed for which you will be held responsible.

**Occurrences Not Covered**

- items lost or misplaced;
- items stolen from motor vehicles;
- items not reasonably safeguarded by you (for example, unlocked or unattended items stolen from public facilities will not be covered);
- items stolen from baggage not carried by hand under your personal supervision or under the supervision of a traveling companion known by you;
- items that you damage through alteration (including cutting, sawing, and shaping);
- items damaged due to normal wear and tear, inherent product defect or normal course of play (such as, but not limited to, golf and tennis balls);
- Occurrences caused by any of the following: fraud; abuse; natural disaster including, but not limited to, flood, earthquake, tornado or hurricane; war or hostilities of any kind (e.g., invasion, rebellion, insurrection); confiscation by order of any government, public authority, or customs official; risks of contraband; illegal activity or acts; radioactive contamination;
- items lost, damaged, or stolen under the care and control of a third party or common carrier;
- manufacturer's defects;
- items at an unoccupied construction site.

**How to File a Claim**

Remember, to insure prompt processing of your claim, you need to report any theft or damage immediately following the date of the Occurrence, including for gifts purchased with the Card. Remember

also, you need to retain your receipts and your damaged item (if required) until the claim process is complete.

1. Call toll-free 1-800-322-1277 to report your claim (overseas, call collect at 1-303-273-6498).

**Note:** You must report your claim within 30 days from the date of Occurrence.

2. You may be sent a Purchase Protection Claim Form which you must complete, front and back, sign, and return to the claims office with the following required documents\* (keep copies for your own records):
  - the American Express charge receipt;
  - the original itemized store receipt;
  - the insurance declaration forms for your other sources of insurance or indemnity (e.g., homeowner's or renter's insurance);
  - a photograph of and/or repair estimate for the damaged item (damage claims only); and
  - for theft and vandalism claims, a report regarding the stolen or vandalized items must be filed with the appropriate authority before you call to file a claim with the Purchase Protection Plan.

**Note:** You must return your completed claim form and required documents within 60 days from the date of Occurrence to remain eligible for coverage.

3. The program administrator will decide whether to have the item repaired or replaced, or to reimburse you (cash or credit\*) up to the amount charged to the Card, and not to exceed the original purchase price. The Purchase Protection Plan does not reimburse for shipping and handling expenses, or installation, assembly, or other service charges.\*

**Note:** No payment will be made for invalid claims or on any claims not substantiated in the manner required by the insurer.

4. For damage claims, you may be required to send in the damaged item(s), at your expense, for further evaluation of your claim.

**Note:** If requested, you must send in the damaged item within 30 days from the date of request to remain eligible for coverage.

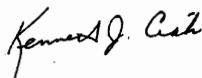
**Important Additional Information for You**

The benefits provided under the Purchase Protection Plan apply only to you. Only you have any legal or equitable right, remedy, or claim to insurance proceeds and/or damages under or arising from the Purchase Protection Plan.

All reasonable and practical steps must be taken to avoid or lessen any chance of property covered by the Purchase Protection Plan being stolen or damaged.

When a benefit has been paid under the Purchase Protection Plan, the Insurer becomes subrogated, to the extent of such payment, to all your rights and remedies against any responsible party. Upon our request, you must provide us reasonable assistance, including signing documents if necessary, to bring suit in your name.

The Purchase Protection Plan is underwritten by AMEX Assurance Company ("Insurer"), Administrative Office, Green Bay, Wisconsin. This document serves only as a description of coverage and is not a policy or contract of insurance; the actual terms, conditions and exclusions of Policy AX0951 ("Policy") govern the Purchase Protection Plan. The Policy has been issued to American Express Travel Related Services Company, Inc. ("American Express"), the Policyholder. This document replaces all existing prior Descriptions of Coverage for the Purchase Protection Plan.



Kenneth J. Ciak, President  
AMEX Assurance Company  
6726-11-01



Timothy Meehan, Secretary  
AMEX Assurance Company

1. For those eligible and enrolled in the Membership Rewards program, the cost of a covered product may also be purchased through redemption of a Membership Rewards program redemption certificate.
2. For those eligible and enrolled in the Membership Rewards program, benefits are also paid when the purchased item is received through the redemption of a Membership Rewards program redemption certificate.
3. Credit reimbursement does not apply to New York State residents.
4. For those eligible and enrolled in the Membership Rewards program, payment or credit will not exceed the original assigned value of the personal property received through redemption of a Membership Rewards program redemption certificate up to the stated limits, excluding shipping and handling expenses.
5. Important note for those enrolled in the Membership Rewards program: A Membership Rewards program redemption certificate can only be redeemed by eligible Cardmembers. Benefits will not be paid when a Membership Rewards program redemption certificate has been transferred to non-eligible Cardmembers and/or non-Cardmembers.
6. Does not apply to New York State residents.
7. When eligible and enrolled in the Membership Rewards program, proof of assigned value placed on such property when using a Membership Rewards program redemption certificate, must be submitted in addition to other required documents.

**THE BUYER'S ASSURANCE PLAN****Description of Coverage**

**How the Buyer's Assurance Plan Works.** When a Cardmember charges the entire cost of a covered product with his or her Card Account,\* the Buyer's Assurance Plan will extend the terms of the original manufacturer's warranty for a period of time equal to the duration of the original manufacturer's warranty, up to one additional year, on warranties of five years or less that are eligible in the U.S.

**How You Benefit**

- The Buyer's Assurance Plan mirrors manufacturers' warranties for covered products purchased entirely with your Card Account, up to one additional year.
- When your covered product's manufacturer's warranty expires, the Buyer's Assurance Plan takes effect. The Buyer's Assurance Plan cannot pay more than the actual amount charged to your Card for the item or \$10,000, whichever is less (not to exceed \$50,000 per Cardmember Account per policy year for all Occurrences combined).
- Coverage is provided for any product malfunction, defect or damage covered by the terms of the product's original warranty ("Occurrence") – at no extra cost.
- For items charged entirely with the Card, the program administrator will decide whether to have the item repaired or replaced, or to reimburse you (cash or credit\*), not to exceed the original purchase price. The Buyer's Assurance Plan does not reimburse for shipping and handling expenses or installation, assembly, professional advice, maintenance or other service charges.\*
- Where the personal property consists of articles in a pair or set, this Policy shall be liable for one item in the pair or set which form the basis of claim hereunder.
- No product registration or enrollment is required for any covered products, including gifts purchased for others.

**Who is Covered**

You are covered under this Plan and coverage remains effective as long as you are a U.S. Resident Cardmember, that is, the American Express Card has been issued to you in your name, and you maintain your permanent residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands.\*

Your Permanent Residence is considered your primary dwelling place.

**Key Terms to Know**

- Benefits will not be paid if, on the date of Occurrence, on the date of claim filing, or on the date of would-be claim payment, any amount due on your Card Account is unpaid for one or more billing cycle(s) or your Card Account is canceled.\*
- You must provide proof of purchase and satisfactory proof of the covered Occurrence while coverage is in effect to qualify for benefits under the Buyer's Assurance Plan. Remember to keep all your American Express charge receipts, original store receipts, original manufacturers' warranties, and products requiring repair.
- If you purchase an additional service contract or extended warranty with a product which is otherwise eligible under the Buyer's Assurance Plan, and the combined coverage provided by both the original manufacturer's warranty and the purchased service contract does not exceed five years, then the product is eligible for coverage under the Buyer's Assurance Plan. The Buyer's Assurance Plan will extend the warranty time period and mirror coverage of the original manufacturer's warranty up to one additional year after both the original manufacturer's warranty and the purchased service contract have expired. If, however, you purchase an American Express® Service Plan with a purchase from American Express Merchandise Services, the Buyer's Assurance Plan will apply before the service plan is in effect. If the combined coverage of the original manufacturer's warranty and the purchased service contract exceeds five years then the product purchased is not eligible under the Buyer's Assurance Plan and no coverage applies.
- If you buy an additional service contract or an extended warranty for a computer, computer component or part that already comes with an original U.S. manufacturer's warranty, unless such coverage is provided from,

and administered by, the original manufacturer, coverage under the Buyer's Assurance Plan does not apply.

**Products Not Covered**

- products not having manufacturers' warranties valid in the U.S.;
- at the time of purchase, used, rebuilt, refurbished or remanufactured items;
- products covered by an unconditional satisfaction guarantee;
- motorized vehicles (such as cars, trucks, motorcycles, boats, airplanes) and their parts, subject to high risk, combustible wear and tear, or mileage stipulations (including batteries, carburetors, pipes, hoses, pistons, brakes, tires, or mufflers);
- motorized devices and their parts used for agriculture, landscaping, demolition or construction;
- motorized devices and their parts which are permanent additions or fixtures to a residential or commercial building;
- business fixtures, including, but not limited to, air conditioners, refrigerators, heaters;
- land or buildings;
- consumable or perishable items;
- animals or living plants;
- one-of-a-kind products which cannot be replaced;
- items purchased for resale, professional, or commercial use;
- items still under installment billing (except those purchased from American Express Merchandise Services); and
- products with manufacturers' warranties, or combined manufacturer's warranties and service plan agreements, lasting in excess of five years.

**Occurrences Not Covered**

- any physical damage, including damage as a direct result of natural disaster or a power surge, except to the extent the manufacturer's warranty covers damage;
- Occurrences caused by any of the following: fraud; abuse; war or hostilities of any kind (e.g., invasion, rebellion, insurrection); confiscation by order of any government, public authority, or customs official; risks of contraband; illegal activity or acts; radioactive contamination;
- mechanical failure covered under product recall;
- all Occurrences that take place outside the Buyer's Assurance Plan coverage effective period.

**How to File a Claim**

Remember, you need to report any Occurrence immediately, including that for gifts purchased with the Card. Remember also, you need to retain your receipts, the original manufacturer's warranty and the product requiring repair until the claim process is complete. You may also be asked to obtain a repair estimate.

1. Call toll-free 1-800-225-3750 to notify us of your claim (overseas, call collect at 1-303-273-6498).

**Note:** You must report your claim within 30 days from the date of Occurrence.

2. The program administrator will decide whether to have the item repaired or replaced, or to reimburse you (cash or credit\*) up to the amount charged to the Card, and not to exceed the original purchase price. The Buyer's Assurance Plan does not reimburse for shipping and handling expenses or installation, assembly, or other service charges.\*

**Note:** No payment will be made for invalid claims or claims not substantiated in the manner required by the insurer.

3. You must return all requested documentation within 60 days from the date of Occurrence to remain eligible for coverage.

4. For some claims, you may be required to send in the damaged product, at your expense, for further evaluation of your claim.


**Note:** If requested, you must send in the damaged product within 30 days from the date of request to remain eligible for coverage.

**Additional Information for You**

The benefits provided under the Buyer's Assurance Plan apply only to you and additional Cardmembers on your Account. Only you and those persons have any legal or equitable right, remedy, or claim to insurance proceeds and/or damages under or arising from the Buyer's Assurance Plan.

Subject to the terms and conditions of the Plan, if the Cardmember is notified that any warranty has ended for any reason (such as bankruptcy of the manufacturer or other responsible party), the Buyer's Assurance Plan will continue to provide coverage, not to exceed one year from the date the Cardmember is notified of such an event. The Cardmember may be asked to provide proof in the form of a public announcement or other official documentation.

The Buyer's Assurance Plan is underwritten by AMEX Assurance Company ("Insurer"), Administrative Office, Green Bay, Wisconsin. This document serves only as a description of coverage and is not a policy or contract of insurance; the actual terms, conditions and exclusions of Policy AX0953 ("Policy") govern the Buyer's Assurance Plan. The Policy has been issued to American Express Travel Related Services Company, Inc. ("American Express"), the Policyholder. This document replaces all existing prior Descriptions of Coverage for the Buyer's Assurance Plan.



Kenneth J. Ciak, President  
AMEX Assurance Company  
6717-11-01



Timothy Meehan, Secretary  
AMEX Assurance Company

1. For those eligible and enrolled in the Membership Rewards program, the entire cost of a covered product may also be purchased



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through redemption of a Membership Rewards program redemption certificate.

2. Credit reimbursement does not apply to New York State residents.
3. For those eligible and enrolled in the Membership Rewards program, payment or credit will not exceed the original assigned value of the personal property received through redemption of a Membership Rewards program redemption certificate up to the stated limits, excluding shipping and handling expense.
4. Important note for those enrolled in the Membership Rewards program: A Membership Rewards program redemption certificate can only be redeemed by eligible Cardmembers. Benefits will not be paid when a Membership Rewards program redemption certificate has been transferred to non-eligible Cardmembers and/or non-Cardmembers.
5. Does not apply to New York State residents.

#### AMERICAN EXPRESS CARDMEMBER CAR RENTAL LOSS AND DAMAGE INSURANCE PLAN

##### Description of Coverage

Car Rental Loss and Damage Insurance provides the Cardmember, if the Cardmember is the primary renter (as defined below), with insurance coverage for damage to or theft of most Rental Autos when the Cardmember uses the Card (as described below) to reserve and pay for an auto rental from any Commercial Car Rental Company ("Rental Company") other than those located in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand.<sup>1</sup> This coverage is always EXCESS insurance.

##### Who is Eligible for Coverage

You are eligible for coverage if you are a U.S. Personal, Gold, Rewards Plus Gold Cardmember ("Cardmember"). You are a U.S. Personal, Gold, Rewards Plus Gold Cardmember if (1) you are an American Express Basic or Additional Cardmember and a Personal, Gold, Rewards Plus Gold Card (referred to as the "Card") is issued in your name, and (2) your Card Account is billed from a U.S. operating center in U.S. dollars.

A Personal, Gold, Rewards Plus Gold Cardmember who is enrolled at an accredited four-year college, university or graduate school in the United States and is receiving student benefits provided as a benefit of Cardmembership is not eligible for benefits under this Policy.

You are also eligible for coverage under the policy if you are a Fidelity American Express® Card, Fidelity American Express® Gold Card, American Express® Investment Management Account Platinum Card, American Express® Investment Management Account Gold Card, Optima® Platinum Cash Rebate Card or Rewards Plus Gold Cardmember, Delta SkyMiles® Credit Cardmember, Gold Delta SkyMiles® Credit Cardmember, Platinum Delta SkyMiles® Credit Cardmember, Optima® Platinum Cardmember, Blue from American Express Cardmember, American Express® Starwood Preferred Guest Credit Card from American Express, The American Express® Golf Cardmember, EasyMiles Cardmember, The Hilton HHonors® Platinum Credit Card from American Express Cardmember, The Small Business Card from American Express Cardmember, American Express® Credit Card or an Optima Cardmember of an Account status and class that is provided Car Rental Loss and Damage Insurance as a benefit of Optima Cardmembership ("Cardmember"). You are a Fidelity American Express® Card, Fidelity American Express® Gold Card, American Express® Investment Management Account Platinum Card, American Express® Investment Management Account Gold Card, Gold Optima Platinum Cash Rebate Card or Rewards Plus Gold Cardmember, Delta SkyMiles® Credit Cardmember, Gold Delta SkyMiles® Credit Cardmember, Platinum Delta SkyMiles® Credit Cardmember, Optima® Platinum Cardmember, Starwood Preferred Guest Credit Cardmember from American Express, The American Express® Golf Cardmember, EasyMiles Cardmember, The Hilton HHonors® Platinum Credit Card from American Express Cardmember, The Small Business Card from American Express Cardmember, or an Optima Cardmember of an Account status and class if (1) an Optima® Card or American Express Credit Card (the "Card") is issued in your name, (2) you have received this description of coverage in conjunction with your current Card Account, and (3) your Card Account is billed from a U.S. Operating Center in U.S. dollars. The Policy covers Optima Cardmembers and American Express Cardmembers only of certain Account statuses and classes.

"Commercial Car Rental Company" or "Car Rental Company" means any Commercial Car Rental agency which rents Rental Autos.<sup>2</sup> For the purposes of this Description of Coverage, Commercial Car Rental Company means "Rental Company."

##### How to Activate Coverage

Coverage for theft of or damage to a Rental Auto is activated when the Cardmember:<sup>3</sup>

1. presents his or her eligible Card to the Rental Company to reserve the Rental Auto, by making a reservation; or by placing a hold or deposit at the time the Rental Auto is checked out;
2. declines the full Collision Damage Waiver or similar option ("CDW"), or pays for a partial collision damage waiver, offered by the Rental Company;
3. is the primary renter, which is defined as the Cardmember, who is named on the written agreement with the Rental Company as the person renting and taking control and possession of the Rental Auto ("Primary Renter"); and
4. uses the Card to pay for the entire auto rental from the Rental Company at the time of vehicle return.

Coverage continues in effect while the Cardmember remains in control and possession of the Rental Auto. A Cardmember, who is physically challenged and unable to operate the Rental Auto, may be the Primary Renter if he/she

is the Cardmember entering into the rental transaction.

##### When Coverage Terminates

Coverage for theft of or damage to the Rental Auto terminates when:

- the Rental Company resumes control of the Rental Auto, or 30 consecutive days after the Rental Auto was checked out, whichever is earlier;
- the Policy is canceled.

##### Length of Coverage

Car Rental Loss and Damage Insurance covers eligible Rental Autos when rented under a written rental agreement from a Rental Company for no more than 30 consecutive days.

**Note:** In no event shall coverage be provided when the Cardmember rents a Rental Auto beyond 30 consecutive days from the same Rental Company, regardless of whether the original agreement is extended, or a new written agreement is entered into, or a new vehicle is rented. Additionally, no coverage will be provided when the Primary Renter rents a Rental Auto for more than 30 consecutive days out of a 45-day period within the same geographic market/location (75 mile radius).

##### What is Covered

Car Rental Loss and Damage Insurance reimburses a Cardmember for payments for damage to or theft of a Rental Auto that the Cardmember is required to make, up to the lesser of: 1) the actual cost to repair the Rental Auto, 2) the wholesale Book value minus salvage and depreciation costs, or 3) the purchase invoice price of the Rental Auto minus salvage and depreciation costs. The coverage also reimburses the Cardmember for reasonable charges (those charges incurred at the closest facility that are usual and customary in the vicinity in which the Loss or disablement took place) imposed by the Rental Company, such as towing or storage.

Car Rental Loss and Damage Insurance covers no other type of loss. For example, in the event of a collision involving the Cardmember's Rental Auto, damage to any other driver's car or the injury of anyone or anything is not covered.

**Note:** This policy does not provide liability coverage for Uninsured Motorists; benefits under any Workers' Compensation law, Disability benefits law or other mandated Government Plans.

##### What Excess Coverage Means

Car Rental Loss and Damage Insurance is an excess insurance plan. This means that this excess coverage will reimburse the Cardmember only for losses/expenses not covered by plans, such as a partial collision damage waiver, any personal auto insurance, employer's auto insurance or reimbursement plan or other sources of insurance. When these other plans apply, a Cardmember must first seek payment or reimbursement and receive a determination based on the stated terms of such other Plans, that any such Plans do not provide coverage before this excess coverage will reimburse the Cardmember.

##### Vehicles Not Covered

Car Rental Loss and Damage Insurance does not cover rentals of:

- expensive cars, which means cars with an original manufacturer's suggested retail price of \$50,000 or more when new;
- exotic cars regardless of year or value, including, but not limited to, Chevrolet Corvette, Toyota Supra, Mazda RX-7, Dodge Viper and Stealth, Plymouth Prowler, Mitsubishi 3000 GT, Nissan 300 ZX, Jaguar XJS, Acura NSX, Mercedes SL, SLK, S Coupe and E320 Coupe and Convertible, BMW M3, Z3 and 8 Series, Cadillac Allante and all Porsche, Ferrari, Lamborghini, Maserati, Aston Martin, Lotus, Bugatti, Vector, Shelby Cobra, Bentley, Rolls Royce;
- trucks, pick-ups, cargo vans, custom vans;
- full-sized vans, including, but not limited to, Ford Econoline or Club Wagon, Chevy Van or Sportvan, GMC Vandura and Rally, Dodge Ram Vans and Ram Wagon;
- vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;
- vehicles used for hire or commercial purposes;
- mini-vans used for commercial hire;

**Note:** Passenger Mini-Vans (Not Cargo Mini-Vans) with factory specified seating capacity of eight passengers or less, including, but not limited to, Dodge Caravan, Plymouth Voyager, Ford Windstar and Nissan Quest, are covered when rented for personal or business use only.

- antique cars, which means cars that are 20 years old or have not been manufactured for ten or more years;
  - limousines;
  - full-sized sport utility vehicles, including, but not limited to, Chevrolet/GMC Suburban, Tahoe and Yukon, Ford Expedition, Lincoln Navigator, Toyota Land Cruiser, Lexus LX450, Range Rover or full-sized Ford Bronco;
  - sport/utility vehicles when driven "off-road"; and
- Note:** Compact sport/utility vehicles, including, but not limited to, Ford Explorer, Jeep Grand Cherokee, Nissan Pathfinder, Toyota Four Runner, Chevrolet Blazer, and Isuzu Trooper and Rodeo are covered when driven on paved roads.

- off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Auto.

##### Losses Not Covered

Car Rental Loss and Damage Insurance does not cover losses caused by or contributed to by:

- operation of the Rental Auto in violation of the terms and conditions of the Rental Company agreement (including but not limited to losses occurring when: a person not permitted to operate the vehicle pursuant to terms of the rental agreement was in possession or control of the vehicle; or, driving the vehicle outside of the authorized rental territory);

- leased or mini-leased vehicles;
- costs attributed to the Commercial Car Rental Company's normal course of doing business;
- intentional damage;
- illegal activity, such as losses where the Rental Auto was used for, or involved in illegal activity or felony;
- pre-existing conditions, damage or defect;
- alcohol intoxication on the part of the driver, as defined in the state where the Accident occurred;
- voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
- war or military activity;
- radioactivity;
- confiscation by authority;
- wear and tear, including gradual deterioration;
- damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such damage results from a theft covered by the Policy;
- failure to return keys to the Rental Company when the vehicle is stolen;
- theft or damage to unsecured vehicles;
- theft of or damage to tires (flats or blowouts), unless damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Policy; and
- off-road operation of the vehicle.

Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for:

- sales tax related to repair of damages, unless reimbursement of such sales tax is required by law;
- damage to any vehicle other than the Rental Auto;
- damage to any property other than the Rental Auto, owner's property, or items not permanently attached to the Rental Auto;
- the injury of anyone or anything;
- expenses assumed, waived or paid for by the Rental Company or its insurer;
- expenses covered by the Cardmember's personal auto insurer, employer or Government's insurer, or authorized driver's insurer;
- value added tax or similar tax, unless reimbursement of such tax is required by law;
- loss of use fees imposed by the Rental Company;
- diminishment of value;
- any Rental Auto used for hire or commercial purposes; and
- depreciation, unless reimbursement for depreciation is required by law.

##### How to File a Claim

A Cardmember must notify the Car Rental Loss and Damage Claims Unit toll-free at 1-800-338-1670 in the U.S. only or call 1-440-914-2950 from other locations worldwide, within 48 hours or as soon as reasonably possible following a loss.

A representative will answer any questions a Cardmember may have and will send the Cardmember a claim form with instructions. Complete and sign the claim form. Written proof of loss, which includes the claim form and all other requested documentation (listed below), must be received within 60 days following the date of the damage or theft by: American Express Car Rental Loss and Damage Claims Unit, c/o: United Financial Adjusting Company, PO Box 94729, Cleveland, Ohio 44101-4729. If the proof of loss and other documentation is not received within 60 days of the date of loss, coverage may be denied.

Required documentation may consist of, but is not limited to:

- our signed and completed claim form;
  - an itemized repair bill;
  - a copy of charge slip for the rental of the Rental Auto, Rental Auto contract or machine generated receipt to show rental was charged and paid for with an American Express Card;
  - a police report (if applicable);
  - photos of the damaged vehicle, if available;
  - a copy of the Cardmember's, authorized driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
  - a copy of all claim documents and correspondence, provided by the Car Rental Company;
  - a copy of the Rental Company's utilization log;
  - a copy of the driver's license of the Cardmember and/or authorized driver, unless the driver's license number shows on the rental agreement;
  - a copy of the written rental agreement, front and back, which documents when the Rental Auto was checked out and checked in; and
  - information pertaining to other available insurance coverage(s).
- Cardmember cooperation with issues related to their benefits is required. If all required documentation is not received within 180 days of the date of loss (except for documentation which has not been furnished for reasons beyond the Cardmember's control), coverage may be denied.

##### How Benefits are Paid

All Car Rental Loss and Damage Insurance payments reimbursable under the policy are payable to the Cardmember, except that payment may be made, at the discretion of the Insurer, jointly to the Cardmember and the Commercial Car Rental Company when the Car Rental Company has not been reimbursed for the covered loss or damage, or the Cardmember has not validly assigned his/her payments to the Rental Company or any other party.

**Note:** Benefits will not be paid if, on the date of loss, on the date of claim filing, or on the date of potential claim payment, any amount due on your Card Account is past due or your Card is canceled.<sup>4</sup>

##### Rights of Recovery

In the event of a payment under this Policy, the Insurer is entitled to all the rights of recovery that the Cardmember, to whom payment was made, has



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against another. That Cardmember must sign and deliver to the Insurer any legal papers relating to that recovery, do whatever else is necessary to help the Insurer exercise those rights and do nothing after Loss to harm the Insurer's rights.

When a Cardmember or Commercial Car Rental Company has been paid damages under Policy AX0925, and also recovers from another, the amount recovered from the other shall be held by that Cardmember or Commercial Car Rental Company in trust for the Insurer and reimbursed to the extent of the Insurer's payment.

As a condition precedent to coverage, the Cardmember is required, and has a duty to fully cooperate with the Insurer in any investigations, subrogation matters or legal proceedings by providing copies of any and all legal notices and any and all statements, including sworn statements and contributing any other papers and documents to reasonably assist in the disposition of the legal matter.

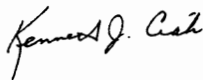
#### Notification of Legal Action

When a Cardmember is served with suit and/or summons papers relating to a Car Rental Loss and Damage claim, the Cardmember must notify (see address and phone number under "Claims Notice" section) and provide copies of the suit or summons papers to the Car Rental Loss and Damage Claims Unit within 15 days of when the Cardmember is served. Failure to comply may result in denial of benefits.

#### Additional Information for You

This coverage is underwritten by AMEX Assurance Company ("Insurer") through Insurance Policy AX0925 (the "Policy") issued to American Express Travel Related Services Company, Inc. and its participating subsidiaries, affiliates and licensees. The Policy may be changed or terminated.

This Description of Coverage is an important document. Please keep it in a safe place. Although it describes the present form of insurance as it exists at the time of printing, this document is not the Policy or contract of insurance. The benefits described in this document are subject to all of the terms, conditions and exclusions of the Policy issued by the underwriter. This document replaces any prior Description of Coverage under the Policy which may have been furnished to the Cardmember.



Kenneth J. Ciak, President  
AMEX Assurance Company  
6679-11-97



Timothy Meehan, Secretary  
AMEX Assurance Company

- For those eligible and enrolled in the Membership Rewards, if a Membership Rewards redemption certificate is used, coverage is provided only to Rental Autos rented in the United States of America.
- When used in conjunction with a Membership Rewards redemption certificate, the participating Car Rental Companies are limited to Hertz, National and Budget.
- If eligible and enrolled in the Membership Rewards, coverage is also activated when the Cardmember (1) presents a Membership Rewards redemption certificate and (2) uses a Membership Rewards redemption certificate at a participating Commercial Car Rental Company. Important note for those enrolled in the Membership Rewards: A Membership Rewards redemption certificate can only be redeemed by eligible Cardmembers. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to non-eligible Cardmembers and/or non-Cardmembers.
- Does not apply to New York State residents.

**\$100,000 – \$250,000 –  
\$500,000 – \$1,500,000**

#### TRAVEL ACCIDENT INSURANCE

##### UNDERWRITTEN BY

**AMEX ASSURANCE COMPANY**

**ADMINISTRATIVE OFFICE,**

**GREEN BAY, WISCONSIN**

**(HEREIN CALLED "THE COMPANY")**

#### Description of Coverage

**Covered Persons:** A person shall be a Covered Person under the Blanket Master Group Policy AX0948 (the "Policy") only if:

- he or she is:
  - For \$100,000 coverage, a Basic or Additional Cardmember who has any of the following Cards, or the extended payment Account offered in conjunction with any of the following, issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express") in his or her name: American Express® Rewards Green Card, American Express® Preferred Rewards Green Card, American Express® Rewards Gold Card, American Express® Preferred Rewards Gold Card, American Express® Business Card, American Express® Cash Rebate Card, American Express® Community Business, American Express® Credit Card, American Express® Investment Management Account Gold Card, American Express® Costco Cash Rebate Credit Card, The American Express® Costco Card (IDC); American Express® Costco Business Card, Bank of Hawaii Credit Card from American Express, Bank of Hawaii Gold Credit Card from American Express, Best Rate Card, Blue for Business from American

Express, Blue for Students™, Blue from American Express, Business Capital Line from OPEN: The Small Business Network™, Business Gold Card from OPEN: The Small Business Network™, American Express® Business Management Account from OPEN: The Small Business Network™, Business Membership Rewards® Card, American Express® Business Purchase Account from OPEN: The Small Business Network™, Buyer's Bonus Card, Continental OnePass Credit Card from American Express, Corporate Card from OPEN: The Small Business Network™ including beginning with Account number 37134, American Express® Business Cash Rebate Card from OPEN: The Small Business Network™, Corporate Costco Card from OPEN: The Small Business Network™, Delta SkyMiles® Business Credit Card from OPEN: The Small Business Network™, Gold Delta SkyMiles® Business Credit Card from OPEN: The Small Business Network™, Delta SkyMiles® Credit Card, Delta SkyMiles® Options Card, American Express Executive Business Card from OPEN: The Small Business Network™, Gold American Express Portfolio Credit Card, Gold Card, Gold Delta SkyMiles® Credit Card, Gold Senior Card, Gold Student Card, Membership Rewards® Credit Card from American Express, Membership Rewards® Options® Credit Card from American Express, National Multiple Sclerosis Credit Card, Optima® Card Accounts, Optima® Cash Rewards Card, Optima® Gold Card, Optima® Platinum Card, Optima® Platinum Cash Rebate Card, Optima® Platinum Preferred Card, Personal Card, Personal Choice Card, Personal Senior Card, Personal Student Card, Platinum Cash Rebate Card, Platinum Delta SkyMiles® Credit Card, Platinum ShopRite Credit Card from American Express, Starwood Preferred Guest Credit Card from American Express, The American Express® Golf Card, The Fidelity American Express® Card, The Fidelity American Express® Gold Card, The Hilton HHonors® Platinum Credit Card from American Express, Binghamton Savings Bank Gold Credit Card from American Express, Binghamton Savings Bank Business Credit Card from American Express, The New York Knicks Card from American Express, The New York Rangers Card from American Express, The Small Business Card from American Express; or

- For \$250,000 coverage, a Basic or Additional Cardmember who has a Rewards Plus Gold Card, Corporate Rewards Plus Gold Card or the extended payment Account offered in conjunction with and issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express") in his or her name; or
- For \$500,000 coverage, a Basic or Additional Cardmember who has a Platinum Card®, Fidelity American Express Platinum Card®, American Express® Investment Management Account Platinum Card, American Express Business Platinum Card® from OPEN: The Small Business Network™, Lexus Platinum Card®, American Express Platinum Financial Services Card, IAC IDC Platinum or the extended payment Account offered in conjunction with and issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express") in his or her name on a Platinum Card Account; or
- For \$1,500,000 coverage, a Basic or Additional Cardmember who has a Centurion Card, American Express® Business Centurion Card® from OPEN: The Small Business Network™ or the extended payment Account offered in conjunction with and issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express") in his or her name on a Centurion Card Account; or
- the spouse, Domestic Partner or dependent child under age 23 of any eligible person described in (a), (b), (c), (d) above; and
- his or her Permanent Residence is in the 50 United States of America, District of Columbia, Puerto Rico, or U.S. Virgin Islands.

#### Definitions

"Accident" whenever used in this Policy means an unexpected event which causes Injury and shall also include exposure resulting from a mishap on a Common Carrier Conveyance in which the Covered Person is traveling.

"Additional Cardmember" means any individual who has received an American Express Card at the request of a Basic Cardmember for use in connection with the Basic Cardmember's American Express Card Account.

"American Express Card" shall mean, unless otherwise specified, any of the Cards or Accounts listed above under Covered Persons.

"Basic Cardmember" means any individual who has asked American Express to issue one or more American Express Cards and who has an American Express Card Account.

"Common Carrier Conveyance" means an air, land or water vehicle (other than a rental) licensed to carry passengers for hire and available to the public.

A trip is a "Covered Trip" if:

- It is a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket or verification issued by the Common Carrier Conveyance; and
  - The Covered Person's entire fare for such trip on that Common Carrier Conveyance has been actually charged to a specific American Express Card Account prior to any Injury.
- "Domestic Partner" means a person of the same or opposite gender who meets the following requirements:
- has shared a residence with the Basic or Additional Cardmember for the last 12 months and plans to continue doing so;
  - is not married to any other person and is not committed to another Domestic Partner;
  - is at least 18 years old;
  - is not related to the Basic or Additional Cardmember by blood closer than would bar marriage per state law; and
  - is financially interdependent with the Basic or Additional Cardmember

and documentation of mutual financial support such as copies of joint home ownership or lease, common bank accounts, credit cards or investments can be supplied.

"Injury" means bodily injury which:

- is caused by an Accident which occurs while the Covered Person's insurance is in force under the Policy; and
- results in loss insured by the Policy; and
- creates a loss due, directly and independently of all other causes, to such accidental bodily injury.

"Permanent Residence" means the Covered Person's one primary dwelling place, where the Covered Person permanently resides.

#### Benefit Amounts

As a benefit of Cardmembership, the Covered Person will receive a benefit level of \$100,000 – \$250,000 – \$500,000 – \$1,500,000 depending on the type of American Express Card Account used to charge the Common Carrier Conveyance fare for the Covered Trip. Please refer to the Covered Persons section of this Description of Coverage. If you are still unsure what benefit level of coverage applies to your American Express Card, please contact the Customer Service Center toll-free number listed on the back of your Card, also shown on your Card statement.

#### Table of Losses

Loss of Life	\$100,000	\$250,000
Dismemberment		
Loss of both hands or both feet	\$100,000	\$250,000
Loss of one hand and one foot	\$100,000	\$250,000
Loss of entire sight of both eyes	\$100,000	\$250,000
Loss of entire sight of one eye and one hand or one foot	\$100,000	\$250,000
Loss of one hand or one foot	\$50,000	\$125,000
Loss of entire sight of one eye	\$50,000	\$125,000

#### Table of Losses

Loss of Life	\$500,000	\$1,500,000
Dismemberment		
Loss of both hands or both feet	\$500,000	\$1,500,000
Loss of one hand and one foot	\$500,000	\$1,500,000
Loss of entire sight of both eyes	\$500,000	\$1,500,000
Loss of entire sight of one eye and one hand or one foot	\$500,000	\$1,500,000
Loss of one hand or one foot	\$250,000	\$750,000
Loss of entire sight of one eye	\$250,000	\$750,000

"Loss" as used above with reference to hand or foot means complete and permanent severance through or above the wrist or ankle joint, and as used with reference to eye means the irreversible loss of the entire sight of such eye.

#### \$100,000 – \$250,000 – \$500,000 – \$1,500,000

##### Maximum Indemnity per Covered Person

In no event will multiple American Express Cards obligate the Company to pay for more than one loss sustained by any one individual Covered Person as a result of any one Accident. The Company's obligation under the Policy will be determined according to the highest amount payable under the specific American Express Card actually used to charge the Common Carrier Conveyance fare for the Covered Trip as stated in the Benefit Amounts.

In no event will a loss from an Injury while coverage is in force under the Policy AX0948 obligate the Company to pay benefits under Policy AX0949, the Company's Business Travel Accident Insurance Policy, in addition to any benefits payable by the Company under the Policy AX0948. The American Express Cards listed under this Policy do not receive coverage under Policy AX0949.

#### Accidental Death and Dismemberment Benefit

The Company will pay the applicable benefit amount as determined from the Table of Losses if a Covered Person suffers a loss from an Injury while coverage is in force under the Policy; but only if such loss occurs within 100 days after the date of the Accident which caused the Injury. Benefits will be paid for the greatest loss. In no event will the Company pay for more than one loss sustained by the Covered Person as the result of any one Accident.

#### Description of Benefits

**Common Carrier Benefit:** This Benefit is payable if the Covered Person sustains Injury as a result of an Accident which occurs while riding solely as a passenger in, or boarding, or alighting from or being struck by a Common Carrier Conveyance used on a Covered Trip.

#### Exposure and Disappearance

If the Covered Person is unavoidably exposed to the elements because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if as a result of such exposure, the Covered Person suffers a loss for which benefits are otherwise payable under the Policy, such loss will be covered under the Policy.

If the Covered Person disappears because of an Accident on a Covered Trip which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance, and if the Covered Person's body has not been found within 52 weeks after the date of such Accident, it will be presumed, subject to there being no evidence to the contrary, that the Covered Person suffered Loss of Life as a result of Injury covered by the Policy.

#### Coverage Requirements

A Covered Person will be fully insured for benefits under the Policy while taking a trip on a Common Carrier Conveyance only when the fare has been charged to the specific American Express Card. Eligibility for coverage will remain in effect as long as the definition of a Covered Person is met.

#### Premiums

The premium for this coverage is payable by American Express.



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**Exclusions**

This Policy does not cover any Loss caused or contributed to by (1) intentionally self-inflicted Injury, suicide or any attempt thereof, while sane; (2) war or any act of war whether declared or undeclared; however, any act committed by an agent of any government, party, or faction engaged in war, hostilities, or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the Injury occurs shall not be deemed an act of war; (3) Injury to which a contributory cause was the commission or attempt to commit an illegal act by or on behalf of the Covered Person or his/her beneficiaries; (4) Injury received while serving as an operator or crew member of any conveyance; (5) Injury received while driving, riding as a passenger in, boarding or alighting from a rental vehicle; (6) sickness, physical or mental infirmity, pregnancy, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of a covered Injury; or (7) directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.

**Beneficiary**

A Basic Cardmember may designate a beneficiary or change a previously designated beneficiary for himself/herself and his/her spouse/Domestic Partner and dependent children who are not also Basic or Additional Cardmembers. An Additional Cardmember may designate a beneficiary for himself/herself and his/her spouse/Domestic Partner and dependent children who are not also Basic or Additional Cardmembers or spouses/Domestic Partners or dependent children of Basic Cardmembers. No persons other than those stated above may designate or change a previously designated beneficiary. For such designation or change to become effective, a written request, on a form satisfactory to the Company, must be filed with American Express. Such designation or change shall take effect as of the date it was signed by the designator provided that it has been received by American Express, but any payment of proceeds made by the Company prior to receipt of such designation of change shall fully discharge the Company to the extent of such payment.

**Claims**

Notice of claim must be given to AMEX Assurance Company, Claims Administrative Office, PO Box 19018, Green Bay, WI 54307-9018 within 20 days after the Occurrence or commencement of any Loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Company at its Administrative Office, or to any authorized agent of the Company, with information sufficient to identify the Covered Person shall be deemed notice to the Company.

**Payment of Claims**

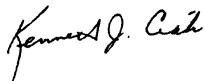
Benefits for Loss of Life of a Covered Person will be paid to the designated beneficiary. Benefits for all other losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and the beneficiaries' respective interests are not specified, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Covered Person, the benefits will be paid to the first surviving class of the following: 1) spouse or Domestic Partner; 2) children, equally per stirpes; and 3) the estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries described above. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Policy unless, before such payment is made, the Company has received at its Administrative Office written notice of a valid claim by some other person(s). Any amount payable to a minor may be paid to the minor's legal guardian.

**Time Limit on Actions**

No action at law or in equity shall be brought to recover under the Policy after the expirations of three years, five years for Centurion Card, American Express® Business Centurion Card™ from OPEN: The Small Business Network™, after the time written proof of loss is required to be furnished.

The benefits described herein are subject to all of the terms and conditions of the Policy. This Description of Coverage replaces any prior Description of Coverage which may have been furnished in connection with the Policy.



Kenneth J. Ciak, President  
AMEX Assurance Company  
6713-12-02-COM



Timothy S. Meehan, Secretary  
AMEX Assurance Company

**Notice to Florida Residents Only:** The benefits of the Policy providing your coverage are governed primarily by the laws of a state other than Florida.

1. If, after reading this Description of Coverage, you are still unsure what benefit level of coverage applies to your American Express Card, please contact the Customer Service Center toll-free number listed on the back of your Card, also shown on your Card statement.

**BEST VALUE GUARANTEE**

Please note that this program is offered only on the Platinum Delta SkyMiles Credit Card.

**Program Description**

Best Value Guarantee ensures that you pay the lowest price available on covered items purchased entirely with your eligible American Express Card.

Simply use the Card as you normally would, wherever American Express Cards are welcome. If within 60 days, you see an identical item to the one you purchased with the Card advertised in print (i.e., newspaper, magazine, periodical, journal, or store flyer) at a lower price than you originally paid, call 1-800-557-8317 to initiate a request for a refund. You will then be asked to send the dated advertisement, the store receipt and your record of charge to us within 90 days of your purchase. Price comparisons which are found on the Internet do not qualify under this program. We will gladly honor your request for a refund on a savings of \$10 or more.

Once your request is approved we'll reimburse the price difference to you — up to \$250 per item excluding taxes, shipping, and handling and limited to one refund request per item purchased.

**Limitations**

Purchases must be made in the United States and charged in full on your American Express Card. A refund will not be paid if, on the date of your request, or on the date of would-be payment, any amount on your Card Account is past due for one or more billing cycle(s) or your Card Account is canceled. Refunds are limited to \$250 per item and \$1,000 annually per Card Account.

An identical item is defined as an item that is exactly equal and alike in every way. This includes, but is not limited to, the brand name, model number, materials, workmanship and any associated warranty with that item. Any items that are purchased from a store that already has an established lowest price guarantee program will not be covered under Best Value Guarantee. Store advertisements which reference a discount on all items or types of items do not qualify. For example: An advertisement stating "All store merchandise is 40% off" is not eligible under this program. Items which are sold as an inclusive special offer, such as, but not limited to, a "kit," "package deal" or "bundled item" are not eligible. For example: An advertisement which offers a camcorder with a free tripod and carrying case is not eligible under this program. Rebate and coupon offers are not eligible. Items which have been returned to the merchant are not eligible for coverage. Internet price comparisons refer to any and all electronic communications whose source includes, but is not limited to: websites, electronic mail, promotional facsimiles, or other distribution networks. This program does not apply to any advertisements dated before your purchase or more than 60 days after your purchase. You are entitled to one refund request per item during this timeframe.

Items not covered are: animals and living plants; one-of-a-kind items (including antiques, artwork and furs); limited quantity items; items that the advertisement states can be purchased with cash only; demonstration items; going-out-of-business sales items; "discontinued" items; consumable or perishable items with limited life spans (such as, but not limited to, perfume, light bulbs, non-rechargeable batteries); jewelry (including, but not limited to, loose gems, precious stones, metals, and pearls); watches; services and additional costs (such as installation charges, warranties, shipping, taxes, or car rentals); rare and precious coins; stamps; used, rebuilt and refurbished items; cellular phones; pagers; tickets of any kind; travelers checks; motorized vehicles (such as cars, trucks, motorcycles, boats, or airplanes) and their parts; land and buildings; negotiable instruments (such as promissory notes); cash and its equivalent.

If you have any questions regarding the Best Value Guarantee program, please call our Customer Service Department at 1-800-557-8317.

**Note:** Best Value Guarantee is currently not available to International Dollar Accounts with addresses in the continental U.S., Puerto Rico, or the U.S. Virgin Islands.

**CREDIT PROTECTION PLAN ("CPP")  
INSURANCE AND COST DISCLOSURES**

**THIS PRODUCT IS NOT A DEPOSIT, NOT FDIC INSURED, NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY, AND NOT GUARANTEED BY THE BANK.**

By electing the optional Credit Protection Plan Credit Insurance, you acknowledge that you do not need to purchase this insurance to get credit and you can get similar coverage from any insurer you choose. The Credit Protection Plan insurance includes credit life, disability, involuntary unemployment and family leave coverage to the extent available in your state as described in this Credit Protection Plan Insurance and Cost Disclosure. You have read and you meet the age and employment eligibility requirements shown. Monthly premium charges are based on the account balance and the rate shown. You will receive notice of any rate increase. You may cancel at any time.

**Eligibility Requirements**

To be eligible for Credit Protection Plan insurance you must be the primary Cardmember, under age 71 (72 in NM), and employed (not self-employed or independent contractor) for 30 hours or more per week. All coverage will terminate on the first billing date following your 71st birthday (72nd in NM).

**Credit Life Coverage**

If you should die, your unpaid balance on the date of loss will be paid in full up to \$10,000. Life insurance may not cover your account if death is by suicide.\*

**Credit Disability Coverage**

The disability benefit pays your minimum monthly payment, based on your outstanding balance as of the day you become disabled, up to \$500 per month until your balance is paid, you return to work or reach the \$10,000 group policy limit. In New York the disability benefit is the greater of the mini-

mum monthly payment or 3% of the outstanding balance on the date of loss. Benefits will be paid from the first day if you become totally disabled and remain so for 14 or more consecutive days in all states except MA, ME and VA. In ME and VA, benefits are paid retroactively beginning with the first day of disability after you have been disabled for 30 consecutive days. In MA, benefits are paid beginning with the 31st day of disability. Benefits MAY NOT cover total disability resulting from pregnancy, childbirth, intentionally self-inflicted injuries or preexisting conditions.\* (FL agent: James E. Brandt)

**For Those Covered by New York Disability Insurance Only:** Any person who knowingly and with intent to defraud any insurance company or other person fills an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Involuntary Unemployment Coverage**

If you become unemployed for 14 consecutive days, the benefit will pay your minimum monthly payment, based on your outstanding balance as of the date you became unemployed, (except TX unemployment benefits are equal to 6% of your outstanding account balance) up to \$500 per month, 12 month maximum (no maximum in TX). In all states except AK, AL, CO, CT, MA, ME, MN, NE, NM, NV, NY, PA, SC, TX, UT, VA, and VT. (Texas residents may call 1-800-662-2633 to inquire about an optional coverage offer). In the states of AL, CO, MA, NE, NM, NV, NY, TX, UT and VA the benefits are paid beginning with the first day of unemployment after you have been unemployed for 30 consecutive days. Benefits may not be paid for job loss due to voluntary unemployment, retirement, willful or criminal misconduct, strike or unionized labor disputes.\* Involuntary Unemployment Insurance is not available in AK, CT, ME, MN, PA, SC and VT.

**Family Leave Coverage**

If you are employed for 30 hours or more per week and take an unpaid absence from work for at least 30 consecutive days while caring for a newborn or adopted child or family member with a serious medical condition, residing in a federally declared disaster area, on jury duty, recalled to active military duty, on bereavement for a family member, the benefit will pay your minimum monthly payment up to \$500 per month for up to six months. Family Leave Coverage is available in AL, AR, AZ, CA, CO, DC, DE, FL, GA, HI, ID, IL, IN, KS, KY, LA, MI, MO, MS, MT, NC, NM, NV, ND, NJ, OH, OK, RI, SD, UT, WA, WI, WV, and WY.

**Monthly Premium per \$100 of Outstanding Balance**

There is no charge for the Credit Protection Plan when you have no balance and no current charges on your account. The complete Credit Protection Plan costs: AL 56.9¢, AR 90.6¢, AZ 81.4¢, CA 80.9¢, CT 23.5¢, CO 43.3¢, DC 81.7¢, DE 89.2¢, GA 81.5¢, HI 64.9¢, IA 53.5¢, ID 83.7¢, IL 82.7¢, IN 88.0¢, KS 85.1¢, LA 91.5¢, MA 66.9¢, MD 61.6¢, ME 65.2¢, MI 78.4¢, MN 50.1¢, MO 57.2¢, MS 98.7¢, MT 76.1¢, NC 88.0¢, ND 78.3¢, NE 62.8¢, NH 43.3¢, NJ 71.8¢, NM 76.6¢, NV 86.6¢, NY 31.4¢ (6.6¢ life, 17.3¢ disability, 7.5¢ IUI), OH 76.2¢, OK 88.5¢, OR 57.2¢, PA 46.5¢, RI 87.3¢, SC 81.3¢, SD 81.9¢, TN 76.5¢, TX 45.2¢, UT 63.8¢, VA 30.2¢ (5.9¢ life, 13.8¢ disability, 10.5¢ IUI), VT 51.6¢, WA 82.4¢, WI 72.3¢, WV 77.6¢, WY 73.9¢. This plan is not available in AK, FL and KY.

**Refund of Unearned Premium**

If this insurance is declined or otherwise does not become effective, any premium paid or identifiable charge made will be refunded to you or credited to your account.

Coverage is underwritten by Balboa Life Insurance Company, Balboa Life Insurance Company of New York, Balboa Insurance Company, and Mervplan Insurance Company. Administrative Office: P.O. Box 19702, Irvine, CA 92623.

Enrollment in the Plan will result in monthly billing when a balance is carried until the coverage is canceled by the enrollee. This Plan may be modified or otherwise terminated upon notice.

(American Express Centurion Bank, P.O. Box 7802, Ft. Lauderdale, FL 33329. Policy #10245-8500, 20993-8500.)

\* Please refer to your certificates of insurance for a full description of the benefits, limitations and exclusions of coverages.